

9311

00-18923

Ret to Ind 7.11e

PREPARED BY AND RETURN TO:  
Linda Connor Kane, Esq.  
Holland & Knight LLP  
50 N. Laura Street  
Suite 3900  
Jacksonville, FL 32202

Public Records of  
St. Johns County, FL  
Clerk# 00-041812  
O.R. 1530 PG 815  
12:15PM 09/26/2000  
REC \$261.00 SUR \$33.00

**DECLARATION OF CONDOMINIUM  
OF  
CORONA DEL MAR CONDOMINIUM**

THIS DECLARATION is made as of the 5<sup>th</sup> day of August, 2000, by SALT RUN DEVELOPMENT CORPORATION, a Florida corporation (the "Developer"), as the record owner of fee simple title to the land described in the attached Exhibit A (the "Land").

**I. SUBMISSION TO CONDOMINIUM OWNERSHIP.**

The Developer hereby submits (i) the Land, (ii) the improvements now and hereafter situated thereon (the "Improvements"), and (iii) the easements and other rights appurtenant thereto (which Land, improvements, easements and other rights are collectively referred to as the "Condominium" or "Condominium Property") to the condominium form of ownership and use. The Condominium is created pursuant to this Declaration of Condominium (the "Declaration," which term shall also include any amendments hereto), the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes and any successor or replacement thereof, however numbered or named) and the various administrative rules and court decisions implementing or interpreting that Act which are in force as of the date of the event or occurrence that gives rise to their application (which rules and decisions, along with the Condominium Act itself, are collectively referred to herein as the "Condominium Laws"). To the extent the Declaration or any of its exhibits (which are incorporated herein by this reference) conflicts with or is silent on a point covered by the Condominium Laws, the terms of the Condominium Laws shall control.

**II. NAME.**

The name of this Condominium shall be Corona Del Mar Condominium.

**III. DESCRIPTION OF CONDOMINIUM PROPERTY.**

A graphic description of the condominium building, including an identification by number of each Unit (as defined herein and in the Condominium Act), is attached hereto and made a part hereof, as Exhibit B, and a survey of the Land and a plot plan of the improvements located thereon are attached hereto as Exhibits C and D, respectively.

#### IV. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium consists of the "Units," "Common Elements" and "Limited Common Elements," defined as follows:

**A. Units.** The separate residential dwellings in the Condominium which are subject to exclusive ownership, consisting of those parts of the Improvements depicted as the Units in Exhibit B, including, without limitation, non load bearing walls and decorated surface, excluding however:

(1) All spaces and improvements lying outside the unfinished inner surfaces of the perimeter walls, floors and the horizontal plane of the upper structural elements of the Unit, including, without limitation, the sheet rock;

(2) All spaces and improvements lying outside or between the unfinished inner surfaces of all interior columns, bearing walls or bearing partitions; and

(3) All pipes, ducts, vents, wires, conduits and other equipment or apparatus running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utility services, heating, and cooling or ventilation to any other Unit, the Common Elements or the Limited Common Elements. All glass and other transparent or translucent material, insect screens and screening in windows and doors and the material covering other openings.

The Unit shall be further deemed to include all doors, windows and the portion of the air conditioning unit which might be located outside the perimeter of the Unit.

**B. Common Elements.** All of the Land and Improvements of the Condominium except the Units, including without limitation:

(1) Those Improvements and features designated as Common Elements by the Condominium Laws;

(2) Elevators and other fixtures, personal property and equipment owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium, including, without limitation, the perimeter wall and fencing, swimming pool, spa and related decking, lighted bulkhead, and limited access entrance facilities; and

(3) Easements for ingress, egress, utilities, drainage, recreation, and other purposes serving the Condominium Property.

**C. Limited Common Elements.** Those portions of the Common Elements which are reserved herein for use by a certain Unit or Units, or by the

Developer with respect to parking spaces and storage rooms, to the exclusion of all the other Units, consisting of the following:

(1) The veranda, patio, terrace or balcony areas and the fixtures and equipment, if any, attached, affixed or contiguous to the exterior of and serving only that Unit; and

(2) The enclosed parking spaces and storage rooms located within the Condominium, which are hereby reserved to the Developer until assigned to the Units, and use rights transferred to the respective Owners thereof, when sold by the Developer at Developer's discretion, as set forth on Exhibit E and depicted on Exhibit B.

(3) Use rights to one boat slip, which use rights are reserved to the Developer until assigned to the Units and the respective Unit Owners as described on Exhibit B.

#### V. APPURTENANCES TO UNITS.

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

**A. Common Elements and Surplus.** An undivided share in the Common Elements and in the Common Surplus (as that term is hereinafter defined), calculated on an equal fractional basis as shown in Exhibit F.

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

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

**D. Use Rights.** The nonexclusive rights to use and enjoy for their intended purposes those Common Elements of the Condominium not designated as Limited Common Elements including without limitation, those lands, improvements, constituting Common Elements of the Condominium designated in Exhibit D attached hereto. The Association shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the

driveways and roads, including the right to prohibit use of the driveways and roads by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which, in the sole opinion of the Association, would or might result in damage to the driveways, roads or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but not the obligation, to control and prohibit parking on all or any part of the driveways or roads. The Association shall have the right to establish security procedures for the protection of the property and residents to which access is provided over the driveways or roads, including without limitation, the right to restrict the rights of the general public to access over the driveways or roads and to require compliance with security procedures by guests and invitees of the Unit owners. The right to regulate traffic within the Condominium Property shall be the exclusive right of the Association.

**E. Encroachment.** An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon other Unit or upon the Common Elements, for any reason not caused by or resulting from the willful or negligent act of the Developer or any Unit owner, including but not limited to encroachments caused by or resulting from the original construction of the Improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other Improvement, to the extent of such encroachment.

**F. Association.** Membership in the Association (as hereafter defined), with full voting rights as discussed below.

## VI. COMMON EXPENSES AND COMMON SURPLUS.

**A. Common Expenses and Surplus.** The term "Common Expenses," as used herein, shall mean all expenses of operating and maintaining the Condominium, including without limitation the Common Elements and the Association, which are properly incurred by the Association in the performance of its duties, for which the Unit owners shall be liable to the Association. The term "Common Surplus" shall mean the amount of all receipts or revenues (including assessments, rents, or profits, collected by the Association which exceed the Common Expenses. All Unit owners shall share the Common Expenses and shall own the Common Surplus in the fractional shares set forth in Exhibit F.

## VII. THE ASSOCIATION.

**A. Operation of the Condominium.** The entity responsible for the operation of the Condominium shall be **CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit (the "Association"). Copies of the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of

the Association are attached hereto as Exhibits G and H, respectively. Subject to the rights reserved to the Developer herein and in the Condominium Act to administer and manage the Condominium initially, the Association shall operate, administer and manage the Condominium, and the Association may delegate its maintenance, management and operational duties by contract to the extent permitted by the Condominium Laws.

**B. Power to Grant Easements.** The Association shall have the power to grant easements over the Common Elements without the necessity of joinder of the Unit Owners. The Association's power to grant such easements shall be governed and exercised in accordance with the provisions of the Condominium Laws, this Declaration, the Articles and Bylaws, and shall not be exercised in a manner that would materially and adversely affect the property rights of the Unit Owner.

### VIII. VOTING RIGHTS OF UNIT OWNERS.

Each Unit Owner shall become a member of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from the Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which otherwise complies with the terms and conditions of this Declaration, the Articles and Bylaws of the Association. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Association ("Voting Interest"), which may be exercised by the Unit owner at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles and Bylaws of the Association.

### IX. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized or obligated to make, and except as may otherwise be permitted or required by the Condominium Laws, this Declaration may be amended only in the following manner:

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

**B. Proposal.** Amendments to this Declaration may be proposed by the Board of Directors of the Association (the "Board") by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed

by a majority of the Board, or by the owners of a majority of the Voting Interests, whether by vote of such Unit owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

**C. Adoption.** Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit owners to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held no sooner than thirty (30) days not later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association; and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of Unit owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66 2/3%) of all Voting Interests. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) materially change the configuration or size of any Unit, or materially modify any appurtenance to a Unit, unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgement of the amendment;

(2) discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units shall join in the execution and acknowledgment of the amendment;

(3) change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, or increase the

share of any Unit owner in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgement of such amendment;

(4) materially and adversely affect the lien or priority of any previously recorded mortgage.

**D. Amendment by Developer.** Notwithstanding any provisions to the contrary set forth in this Declaration or in the Articles or Bylaws of the Association, the Developer may amend this Declaration (i) to add a surveyor's certificate of the Land and the Improvements, if necessary, as required by the Condominium Act, (ii) to designate or re-designate covered parking spaces and boat slips which shall constitute Limited Common Elements appurtenant to particular Units, and (iii) to amend any provision of this Declaration in a manner that will not materially and adversely affect the property rights of any Unit owner other than the Developer, without the consent or joinder of any Unit owner. The Developer's right to amend this Declaration as provided in subsection (iii) shall cease and be terminated at such time as the Developer no longer owns any Unit in the Condominium.

## **X. MAINTENANCE, REPAIRS AND REPLACEMENTS**

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

**A. Units.** Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving same shall be maintained, kept in good repair and replaced by and at the expense of the owner thereof. All maintenance, repairs or replacements for which Unit owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in the Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

**B. Common Elements.** The Association shall be responsible for, and shall assess against and collect from the Unit owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements, except for the Limited Common Elements specified below. The Association shall, at the expense of the Unit owners, repair any and all incidental

damage to Units resulting from maintenance, repairs or replacements of or to the Common Elements.

**C. Limited Common Elements.** The responsibility for and the cost of maintaining, repairing, replacing, and keeping the Limited Common Elements clean and in orderly condition shall be borne by the owner or owners of the Unit to which same are appurtenant.

## XI. INSURANCE

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

**A. Duty and Authority to Obtain.** The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon the request of such mortgagee. The owner of each Unit may, at that Owner's expense, obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that all such insurance purchased by Unit owners may be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage; and, provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees. In any event, any insurance policy purchased by an individual Unit owner shall provide that coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

**B. Required Coverage.** The Association shall purchase and carry casualty insurance covering all of the buildings and other Improvements of the Condominium, including, without limitation, Common Elements and Units (to the extent the Association has an insurable interest), in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board; such insurance to include or afford protection against:



(1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements;

(2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other Improvements similar, in construction, location and use, to the buildings and other Improvements of the Condominium including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

(3) public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board to protect the Association and the Unit owners of all Units, including, without limitation, hired automobile, non-owned automobile, off premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit owners as a group to each Unit owner and waiver of rights of subrogation;

(4) workers' compensation insurance to meet the requirements of law;

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

(6) fidelity bonds as may be required under the Condominium Act.

**C. Optional Coverage.** The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners.

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

**E. Assured.** All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, its members and their mortgagees, as their interests may appear, shall provide that all proceeds covering casualty losses shall be paid to the Condominium Association or "Insurance Trustee," as hereinafter provided or to its successor as set forth herein, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, the Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The

Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

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

**G. Insurance Trustee.** The Association shall have the right to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

**(1) Qualifications, Rights and Duties.** The Insurance Trustee shall be a bank with trust powers, doing business in the State of Florida, or if no such Insurance Trustee is designated, shall be the Board of Directors of the Association. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the Unit owners, the mortgagees thereof, and the respective percentages of any distribution which is to be made to the Unit owners and mortgagees, as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have

the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgages, unless the insurance proceeds represent a distribution to the Unit owners and the mortgagees thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Unit owners, and the mortgagees thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

**H. Application of Insurance Proceeds.** The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real or personal property upon which the Association carries insurance, shall be applied and paid as follows:

**(1) Common Elements Only.** The proceeds paid to the Insurance Trustee for loss of or damage to real property or Improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the Unit owners, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit owner in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners, as a Common Expense.

**(2) Units and Common Elements.** The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit owner in the Common Elements. If the insurance proceeds shall be sufficient to

pay for the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, each Unit owner shall be responsible for the portion of the deficiency attributable to his Unit, and shall deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a common expense, and in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be the responsibility of the owners of such damaged or destroyed Units, who shall each deposit with the Insurance Trustee the amount necessary to repair, replace, or reconstruct their respective Units.

**a. Deposits to Insurance Trustee After Damage.** Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of replacing or restoring the same, including the cost of professional fees and any construction bond which the Board may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, whether it is to be paid by one or more Unit owners, the deficit shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

## **XII. RECONSTRUCTION OR REPAIR AFTER CASUALTY.**

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

**A. Residential Building.** If the residential building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

**(1) Total Destruction of the Residential Building.** If the residential building within the Condominium is totally destroyed or is so damaged that no Unit therein is habitable, the building and none of the Improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant and mortgagees holding first mortgages on not

less than fifty-one percent (51%) of the Units agree in writing, within 60 days after the date of such destruction, to reconstruct the same or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

**(2) Partial Destruction of the Residential Building.** If one or more but less than all of the Units in the building remain habitable, the damaged or destroyed Common Elements or Units shall be repaired or reconstructed so that the building or Units shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement of the Unit owners and mortgagees in the manner provided herein, that the Condominium shall be terminated.

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

**C. Certificate.** The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

**D. Plans and Specifications.** Repair or reconstruction of the Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same were originally constructed, provided that the Board may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

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

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

(1) **Association.** If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than five thousand dollars (\$5,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse at same in payment of the costs of reconstruction and repair.

(2) **Insurance Trustee.** The proceeds of insurance collected as the result of a casualty, and the sums assessed against and collected from Unit owners (for construction) by the Association and deposited with the Insurance Trustee, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly, or in such other method as the effective insurance policy shall require.

(b) **Association-Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is Five Thousand and No/100 Dollars (\$5,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) **Association-Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is

not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

### **XIII. USE RESTRICTIONS.**

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

**A. Units and Use.** Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes; all occupants shall use the Unit and the Condominium facilities only in compliance with the terms hereof and with all other rules, regulations and requirements duly established by the Association; and the Owner shall be and is fully, jointly and severally liable for the actions and omissions of all servants, guests and lessees while on Condominium Property. Home-based businesses which are in full compliance with St. Johns County rules and regulations for home-based businesses, may be conducted within a Unit.

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

**C. Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or

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

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

**E. Regulations.** Reasonable regulations concerning the use of the Condominium Property as may be made and amended from time to time by the Board. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon adoption.

**F. Rights of the Developer.**

**(1) Construction.** The Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the boundaries of the Condominium Property as may be reasonably necessary in connection with the construction of Improvements on the Land, including but not limited to the use of necessary and usual equipment in connection with such construction activity, the usual and common noise level created by such construction activity and together with all other common and usual activities associated with such construction activity.

**(2) Easement for Ingress and Egress, Parking and Use of a Boat Slip.** Developer, for itself, its successors, assigns, nominates, designees and grantees, hereby reserves a perpetual, alienable, releasable, and non-exclusive easement, privilege, and right of ingress and egress over and across all paved roadways and drives located within the Condominium Property and the right to assign one parking space appurtenant to the Developer Boat Slip (as hereinafter defined). This easement and right shall not terminate at such time as the control of the Association shall turnover to the Unit Owners, but shall survive such termination. Such right of ingress and egress shall include pedestrian and vehicular traffic. The Developer shall have the unrestricted and sole right and power of assigning in whole or in part, alienating and releasing the privileges, easement, and rights, including parking rights, referred to in this paragraph. Such



easement is and shall remain a private easement and parking right and the sole and exclusive property of the Developer, its successors, assigns, nominees, designees and grantees; provided however, such easement rights shall not be used so as to interfere with the installation and location of completed vertical Improvements upon the Condominium Property. The permit issued for the construction of the dock including the right to construct sixteen (16) boat slips. Only fifteen (15) boat slips are included within the Condominium Property. The remaining boat slip will continue to be owned by the Developer ("Developer Boat Slip"). Access and the right to assign such Developer Boat Slip and the parking right shall be pursuant to the foregoing easement. The Developer reserves the right to transfer ownership of the boat slips, the Developer Boat Slip and the easement in its sole discretion.

Provided however, prior to selling or conveying the Developer Boat Slip to a third party, the Developer shall offer the Developer Boat Slip to the Association or an Owner on the same terms and conditions as it intends to sell the Developer Boat Slip to a third party. The Association or any Owner may offer to purchase the Developer Boat Slip at any time during the ten (10) days following the Developer's notice of its intent to sell, and Developer agrees to sell the Developer Boat Slip to the Association or any Owner on a first come first serve basis. If neither the Association nor any Owner offers to buy the Developer Boat Slip during the ten (10) day period, then the Developer Boat Slip together with a partial assignment of the Developer's reserved easement for ingress, egress and parking as set forth above, shall be conveyed free and clear of this right of the Association and Owners. The signed affidavit of Developer that it has complied with the provisions hereof, shall be sufficient to convey clear title to the Developer Boat Slip, and the easement for ingress, egress and parking free and clear of any rights or interests of the Association or the Owners.

For so long as the Developer owns the Developer Boat Slip, and thereafter, the owner of the Developer Boat Slip from time to time, shall be solely responsible for the maintenance of the Developer Boat Slip and its appurtenant parking space, at such owner's sole cost and expense. The owner of the Developer Boat Slip, shall pay a prorata share of any utilities which are not separately metered to such owner.

**(3) No Interference.** Until the Developer has completed and sold all of the Units, neither the Unit owners nor the Association shall interfere with the completion of the proposed Improvements and the sale of the Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a model sales office, and the display of signs, use of the Common Elements in the promoting of sale or rental of additional Units in the Condominium. In addition, the Developer

has the right to develop the shoreline property, dock and related facilities located associated with of the Condominium, the proposed location for which is located on Exhibit C hereto, and neither the Association, the Unit owners, nor anyone claiming under them shall have any right to object to such development by the Developer or its successors, nor to the noise, disruption, inconvenience and normal levels of construction debris that may result.

#### XIV. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

**A. Negligence.** Each Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

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

**C. Fines, etc.** The Association shall be authorized to levy reasonable fines against Unit owners for violations of the terms and conditions of this Declaration, the Articles and Bylaws of the Association, and any and all regulations adopted pursuant thereto. No fine may exceed One Hundred Dollars (\$100.00) for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed One Thousand Dollars (\$1,000.00) in the aggregate. No fine may be levied except after giving reasonable notice and an opportunity for a hearing before a committee comprised of Unit owners appointed by the Board in accordance with procedures to be established by the Board. No fine shall be imposed with respect to any unoccupied Unit.

**D. No Waiver of Rights.** The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles and Bylaws of the Association, or the regulations

adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### **XV. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.**

To provide the funds necessary for proper operation and management of the Condominium Property, the Association is hereby granted the right to make, levy and collect assessments against the Units and Unit owners to the fullest extent permitted by the Condominium Laws. Without limiting the generality of the foregoing statement, the following specific provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

**A. Share of Assessments.** The assessment by the Association against each Unit shall be its prorata share of the total assessment to be made against all Units, in the fractional shares set forth on Exhibit F.

**B. Time for Payment.** The assessment levied against the Unit owner and his Unit shall be payable in monthly or such other installments as shall from time to time be fixed by the Board.

**C. Annual Budget.** The Board shall establish annual budgets in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management, and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year.

Any meeting at which a proposed annual budget will be considered by the Board shall be open to all Unit Owners. At least 14 days prior to such meeting the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and copy of the proposed budget. An officer or manager of the Association or other person providing notice of such meeting shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

**D. Regular Assessments.** Upon adoption of the annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit owner shall not affect the liability of the Unit owner for such assessment.

**E. Special Assessments.** Should the Board at any time and from time to time determine, in its sole discretion, that the assessments levied are or may

prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional special assessment or assessments as it shall deem necessary. The specific purpose of any special assessment approved by the Board shall be set forth in a written notice of such assessment sent or delivered to each Unit owner, and the funds collected pursuant to a special assessment shall be used only for that specific purpose or purposes. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

**F. Reserve Fund.** The Board, in establishing each annual budget for the Condominium, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of the Common Elements and personal property held for the joint use and benefit of all Unit owners. The amount to be reserved shall be computed by means of a formula which is based upon and calculated by dividing the estimated replacement cost by the estimated remaining life of each reserve item. No such reserve shall be included within the annual budget for the Condominium Property if the Unit owners owning not less than fifty-one percent (51%) of the Voting interests in the Condominium have, at a duly called meeting of the Association, voted to provide no fiscal reserves or a lesser amount of fiscal reserves than as provided herein for any fiscal year. If a meeting of the Unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the Annual Budget, shall go into effect.

Prior to turnover of control of the Association, the Developer may vote to waive reserves for the first two fiscal years of the Association's operation, beginning with the fiscal year in which this Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of the majority of all non Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. After turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves.

**G. General Operating Reserve.** The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit owners, as a result of emergencies or for other reason placing financial stress upon the Association.

**H. Use of Association Funds.** All monies collected by the Association shall be treated as the separate property of the Association, and such monies collected from the Unit owners 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 Condominium Laws, this Declaration, the Articles and the Bylaws. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. The Association may cooperate with any other Association relating to or controlling facilities used by Unit Owners, as described herein or by separate agreement to which such Unit Owners are now or hereafter subject, in the enforcement and collection of their separate assessments.

**I. Delinquency or Default.** The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. Upon such default, the Association shall be entitled to charge an administrative fee, in addition to interest, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each delinquent installment. Upon default and the recording of a claim of lien pursuant to this Article, the Association shall have the option of accelerating all remaining installments due from the defaulting Unit owner for the remainder of the budget year in which the default occurs. When in default, the delinquent assessments (or accelerated installments thereof, if applicable) shall bear interest at the highest rate permitted under applicable law until same and all interest due thereon have been paid in full.

**J. Personal Liability of Unit Owner.** Each Unit owner shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person or entity owns a Unit.

**K. Liability Not Subject to Waiver.** No owner of a Unit may exempt himself from liability for any assessment levied against the Unit owner, and his Unit by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit, or in any other manner.

**L. Lien for Assessment.** The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the Common Elements or Limited Common Elements, which lien shall secure the monies due for (i) all assessments (or accelerated installments thereof, if the Association elects to

accelerate installments as provided above) levied against the Unit owners and each Unit, (ii) any interest which may become due on delinquent assessments owed to the Association, and (iii) all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in collecting the assessments or enforcing its lien upon the Unit. The lien granted to the Association shall be established and foreclosed in the manner provided by the Condominium Laws.

**M. Effect of Mortgage Foreclosure or Deed in Lieu.** A mortgagee who acquires title to the Unit by foreclosure or deed in lieu of foreclosure is jointly and severally liable (with the previous owner) for the unpaid assessments that became due prior to the mortgagee's receipt of its certificate of title or deed, as applicable; provided that, with respect to the liability for the unpaid assessments that became due prior to the mortgagee's receipt of its certificate of title or deed, such mortgagee's liability shall in no event exceed the lesser of one percent (1%) of the original mortgage debt or six (6) months' unpaid common expenses or assessments.

**N. Effect of Voluntary Transfer.** When a Unit owner proposes to sell or mortgage a Unit, the Association, within fifteen (15) days after written request from the Unit owner, shall furnish to the proposed purchaser or mortgagee a statement verifying the status of payment of any assessments or other monies which shall be due and payable to the Association by the owner of the Unit. Such statement shall be executed by an officer of the Association, and any purchaser or mortgagee may rely upon it in concluding the proposed purchase or mortgage transaction. In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Unit shall be in default (whether or not a claim of lien has been recorded by the Association), the rent, proceeds of sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof before payment of the balance of the rent, proceeds of sale or mortgage to the Unit owner. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Institution of a suit at law to collect any delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking to collect any sums due it by foreclosure, not shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to collect any sum then owed to it.

## **XVI. REGISTRY OF OWNERS AND MORTGAGEES.**

The Association shall at all times maintain a register of the names of the Unit owners and their respective mortgagees which shall be based upon information supplied by the Unit owners. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of a Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, and the recording information identifying same. The holder of any mortgage encumbering a Unit may notify the Association of such mortgage, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same.

## **XVII. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.**

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements, except in compliance with the following:

**A. Units and Limited Common Elements.** Unless the Unit owners shall first submit plans for such work to the Board, and the Board, by resolution adopted by the affirmative vote of the majority of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the Unit owner has an exclusive right of use, shall be made, constructed, erected or installed which shall:

(1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for;

(2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall;

(3) cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a solid white or off-white material;

(4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance. Notwithstanding anything in this Declaration to the contrary, the Board shall adopt hurricane shutter specifications for each building within the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All such specifications adopted shall comply with the applicable building code. The Board shall not refuse approval of the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements for purposes of this Declaration; and

(5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings, of the same type.

B. **Common Elements.** There shall be no material alterations or substantial improvements or additions to the Common Elements except as hereafter set forth. Subject to the foregoing restrictions against changing the exterior appearance of Units or buildings, upon the affirmative vote of a majority of the members of the Board, the Association shall have the right to make or cause to be made alterations, improvements or additions to the Common Elements, except the acquisition of additional real property. The acquisition of additional real property shall be approved by seventy-five percent (75%) of the Voting Interests in the Association. The cost of such alterations, improvements or additions shall be assessed against and collected from all Unit owners as Common Expenses.

C. **Limited Common Elements.** Owners may enclose underground parking spaces to provide for a garage provided that they are constructed consistent with the plans approved by the Association and all applicable governmental regulations, including without limitation, the requirements with respect to installation of sprinklers. No other alteration to the Limited Common Elements shall be permitted with the express approval of the Association.

D. **Approval.** Except as expressly permitted herein, no change may be made in the exterior appearance of the improvements without the prior written approval of the Board of Directors of the Association.



## XVIII. SURFACE WATER MANAGEMENT SYSTEM

**A. Definitions.** "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

**B. Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Waste Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

**C. Covenant for Maintenance Assessments for Association.** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to work within retention areas, drainage structures and drainage easements.

**D. Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system, as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

**E. Amendment.** Any amendment to the Declaration which alters any material provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

**F. Enforcement.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

### XIX. TERMINATION

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

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

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

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

(2) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, at shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals

of the Units; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be confirmed in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) **Payment.** The purchase price shall be paid in full in cash or shall include assumption of any existing assumable mortgage financing plus related closing expenses.

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

C. **Certificate.** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of St. Johns County, Florida.

D. **Shares of Owners After Termination.** After termination of the Condominium, the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares and their respective mortgagees shall have mortgages and liens upon the respective undivided share of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owner's Units prior to the termination as set forth in Exhibit F hereto.

E. **Amendment.** This Article cannot be amended without the consent of (i) Unit owners owning Units representing 75% of the voting member interests and (ii) the owners of first mortgages on 75% of those Units which are subject to mortgages.

## XX. CONDEMNATION.

A. **General.** Wherever all of any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than Five Thousand Dollars (\$5,000.00) and to the Insurance Trustee if such award amounts to Five thousand Dollars (\$5,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be as hereinafter provided in this Article.

**B. Common Elements.** In the event of a taking by eminent domain of part or all of the Common Elements, if 75% or more of the Unit owners approve the repair and restoration of such Common Elements, the Board of Directors shall arrange for the repair and restoration of such Common Elements, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the Unit owners do not approve the repair and restoration of such Common Elements or if no repair or restoration is required, the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required under this Declaration to distribute insurance proceeds where such proceeds exceed the cost of repair or restoration of the damage.

**C. Condemnation of a Unit or Part of a Unit.** Where all or part of a Unit has been taken by eminent domain and 75% or more of the Unit owners duly approve the repair and restoration of the Residential Building and Common Elements, the Board of Directors shall adjust such loss with the affected Unit owner, including, but not limited to, the payment of compensation and reduction or elimination of the Unit owner's undivided interest in the Common Elements. Any such settlement shall not be effective unless approved by the mortgagee(s) of the affected Unit, a majority of the Unit owners, and the Developer, if the Developer shall make any payment in excess of that portion of the over-all condemnation award that is reasonably attributable to the particular Unit owner's loss. In no event shall the Board of Directors be required to make any payment pursuant to the terms of this section prior to receipt of sufficient funds by the Board for such purpose from the condemning authority or Insurance Trustee. However, nothing contained in this section shall be deemed to prohibit the Board of Directors from making an advance or partial payment to such Unit owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper. Nothing contained in this section shall be deemed to relieve such Unit owner of the obligation to contribute to repair or restoration for the Building and Common Elements as elsewhere provided, although the Board of Directors may, in a proper case, reduce the amount of such obligation or eliminate the same.

**E. Notice to Mortgagees.** The Board of Directors immediately upon having knowledge of the institution, or threat of institution, of any proceedings or other action with respect to the taking of Units or Common Elements, or any portion thereof in condemnation, eminent domain, or other proceedings or actions involving any unit of government or any other person having power of eminent domain, shall notify all mortgagees holding liens on any of the Units affected. Such mortgagee may, at its option if permitted by the court, participate in any such proceedings or actions or, in any event, may, at its option, participate in negotiations in connection therewith, but shall have no obligation to do so.

XXI. MISCELLANEOUS

A. Severability. The invalidity in whole or in part of any provision of this Declaration of Condominium, or of the Articles, Bylaws and regulations of the Association, shall not affect the validity of the remaining portions thereof.

B. Assignment by Developer. The Developer shall have the right to assign any or all of this interest in the Condominium Property and rights and obligations under the Declaration without consent of any Unit owner or the Association.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium as of the date set forth above.

Signed, Sealed and Delivered in the presence of:

SALT RUN DEVELOPMENT CORPORATION, a Florida corporation

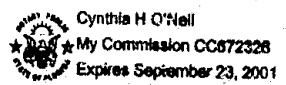
Elizabeth McGee  
Print Name: Elizabeth McGee  
Anna M. Marks  
Print Name: Anna M. MARKS

By: William L Pace  
Print Name: William L PACE  
Its: Pres.

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8 day of AUGUST, 2000, by WILLIAM L. PEE, as president of Salt Run Development Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced NA as identification and did not take an oath.

Print Name Cynthia J. Duil  
NOTARY PUBLIC, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



JOINDER AND CONSENT

THE UNDERSIGNED, being the owner and holder of the Mortgage executed by Salt Run Development Corporation, recorded in Official Records Book 1338, page 1429, of the public records of St. Johns County, Florida (the Mortgage") hereby joins in and consents to the foregoing Declaration of Condominium pursuant to Section 718.104(3), Florida Statutes, in order to subordinate the lien, operation and effect of the Mortgage to said Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the 15 day of August, 2000.

Signed, sealed and Delivered in the presence of:

[Signature]
Print Name: Lufford C. Thompson
Lana M. Workman
Print Name: Lana M. Workman

SOUTHTRUST BANK, N. A., a national banking association

By: [Signature]
Print Name: Jerry Landowski
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of August, 2000, by Jerry Landowski, as vice president of SouthTrust Bank, N.A., a national banking association, behalf of the association. He is personally known to me or has produced identification and did not take an oath.

[Signature]
Print Name: Tracy A. Cole
Notary Public, State of Florida
Commission No.
My Commission Expires:



Ref to: Ind Title  
00-18923

Exhibit A to Declaration of Condominium  
for  
CORONA DEL MAR CONDOMINIUM

Legal Description

PARCEL 1:

LOTS 115, 116, 117 AND 118, BLOCK 1, DAVIS SHORES, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 3, PAGES 97 THROUGH 102, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2:

LOTS 1, 2, 3, 49, 50 AND 51, BLOCK 31, DAVIS SHORES, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 3, PAGES 97 THROUGH 102, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 3:

ALSO: PART OF INLET DRIVE, FORMERLY ALAMINOS AVENUE, VACATED BY CITY OF ST. AUGUSTINE ORDINANCE NO. 286-A RECORDED IN OFFICIAL RECORDS BOOK 153, PAGE 14, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 31, DAVIS SHORES, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 3, PAGES 97 THROUGH 102 PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 56 DEGREES 38 MINUTES 00 SECONDS EAST, ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 30.01 FEET; THENCE NORTHERLY ON THE CENTERLINE OF SAID ALAMINOS AVENUE, ON THE ARC OF A CURVE WITH RADIUS OF 8,180 FEET AND CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 00 DEGREES 12 MINUTES 55 SECONDS, AN ARC DISTANCE OF 30.73 FEET; THENCE NORTH 54 DEGREES 48 MINUTES 00 SECONDS EAST, ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 115, BLOCK 1, OF SAID DAVIS SHORES, 30.07 FEET; THENCE SOUTHERLY ON THE WESTERLY LINE OF LOTS 115, 116, 117 AND 118 OF SAID BLOCK 1, ON THE ARC OF A CURVE WITH RADIUS OF 8,150 FEET AND CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE 01 DEGREES 24 MINUTES 21 SECONDS, AN ARC DISTANCE OF 200.00 FEET; THENCE SOUTH 73 DEGREES 38 MINUTES 29 SECONDS WEST, 62.52 FEET TO A POINT OF REVERSE CURVE ON THE EASTERLY LINE OF LOT 1, BLOCK 31, OF SAID DAVIS SHORES; THENCE NORTHERLY ON THE EASTERLY LINE OF LOTS 1, 2 AND 3, BLOCK 31 OF SAID DAVIS SHORES, ON THE ARC OF A CURVE WITH RADIUS OF 8,210 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 02 MINUTES 49 SECONDS, AN ARC DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

Together with Developer's rights to construct, improve and/or maintain a dock, to any and whatever extent, in the water body on or adjacent to the property, and which does or may extend beyond the surveyed boundaries of the property as described on the attached legal description. Any such dock and related facilities, including without limitation boat slips, as may presently or in the future exist in connection with the Condominium, and its or their development, construction, design, improvement and maintenance is and shall be subject to the limitations, restrictions, terms and conditions of any applicable governmental agency with jurisdiction over such matters and any licenses, permits and related approvals as is necessary or otherwise has been or may be obtained by Developer in connection



with such dock, the terms and conditions of which are incorporated herein by this reference.

Subject to:

Rights of the public, the State of Florida and/or the United States of America, to any and whatever extent, to lands (and/or the use thereof or waters thereon) lying seaward of the mean high water line of the Intercoastal Waterway and/or other body of water adjacent to or affecting the Northeasterly portions of the property, as applicable

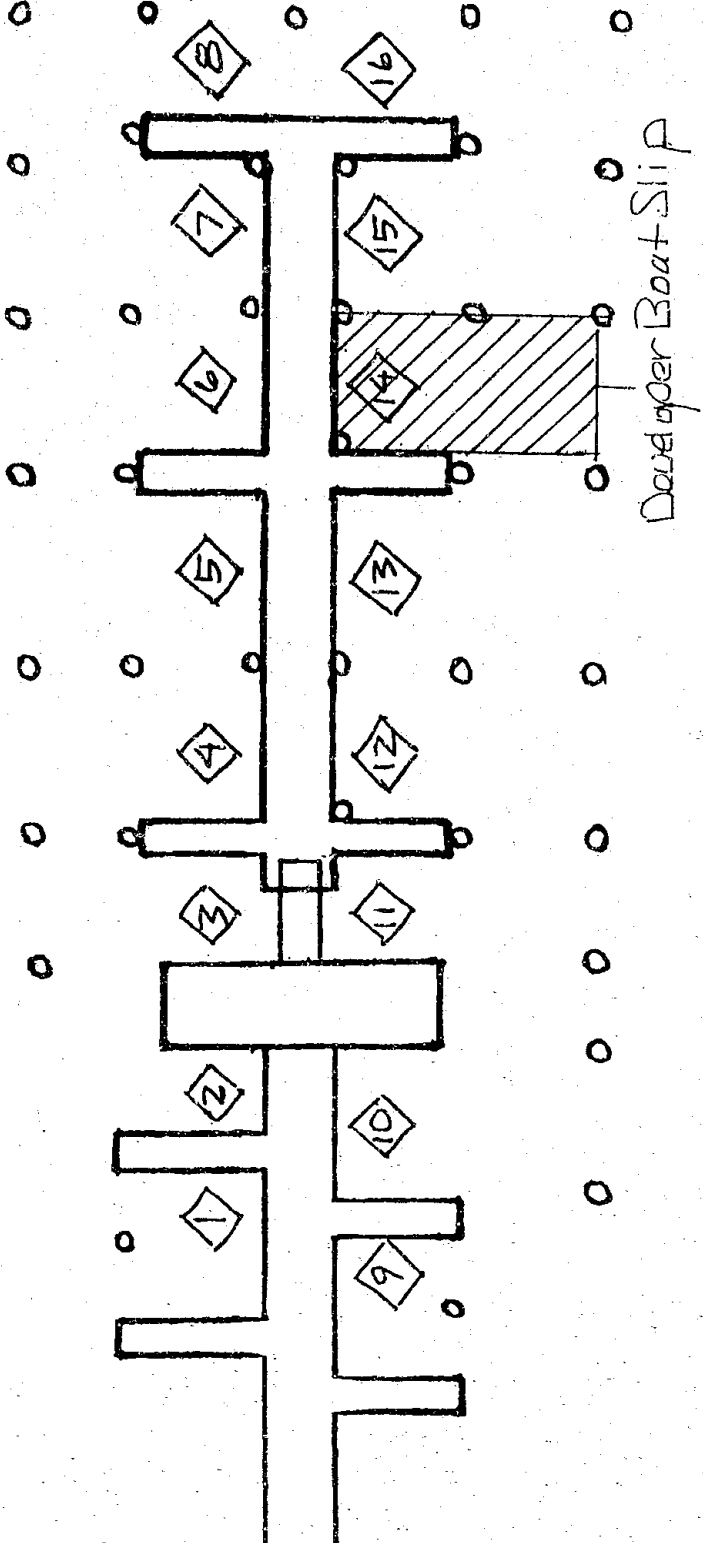
Easements, covenants and restrictions of record

**Exhibit B to Declaration of Condominiums  
for  
CORONA DEL MAR CONDOMINIUM**

**Graphic Description of the Improvements  
DEPICTION OF DOCK  
(Exhibit B)**

The boat slip use rights are reserved to the Developer until transferred to Unit Owners on a sale-by-sale basis, with boat slips to be designated and transferred at time of Closing. These designations and transfers may occur by deed or separate instrument by Developer to each new owner and, thereafter, shall be owned and transferable by each Unit Owner as, and only as, an appurtenance to its land. However, notwithstanding anything to the contrary herein, or elsewhere in this Declaration, the use rights to dock areas are licenses, are not severable or alienable from the associated Unit to which assigned and are and shall remain subject to any Reasonable Rules and Regulations imposed by the Association on the Limited Common Elements, and may be suspended or revoked if used by the Unit Owner (or its guests or tenants) in a manner not in compliance with said Rules and Regulations.

Further as more fully set forth in the Declaration, the Developer has excluded one boat slip ("Developer Boat Slip") from the Condominium Property. For a full description of the Developer's rights with respect to the Developer's Boat Slip and its appurtenant easement for ingress, egress and parking, see section XIII(F)(2) of the Declaration.



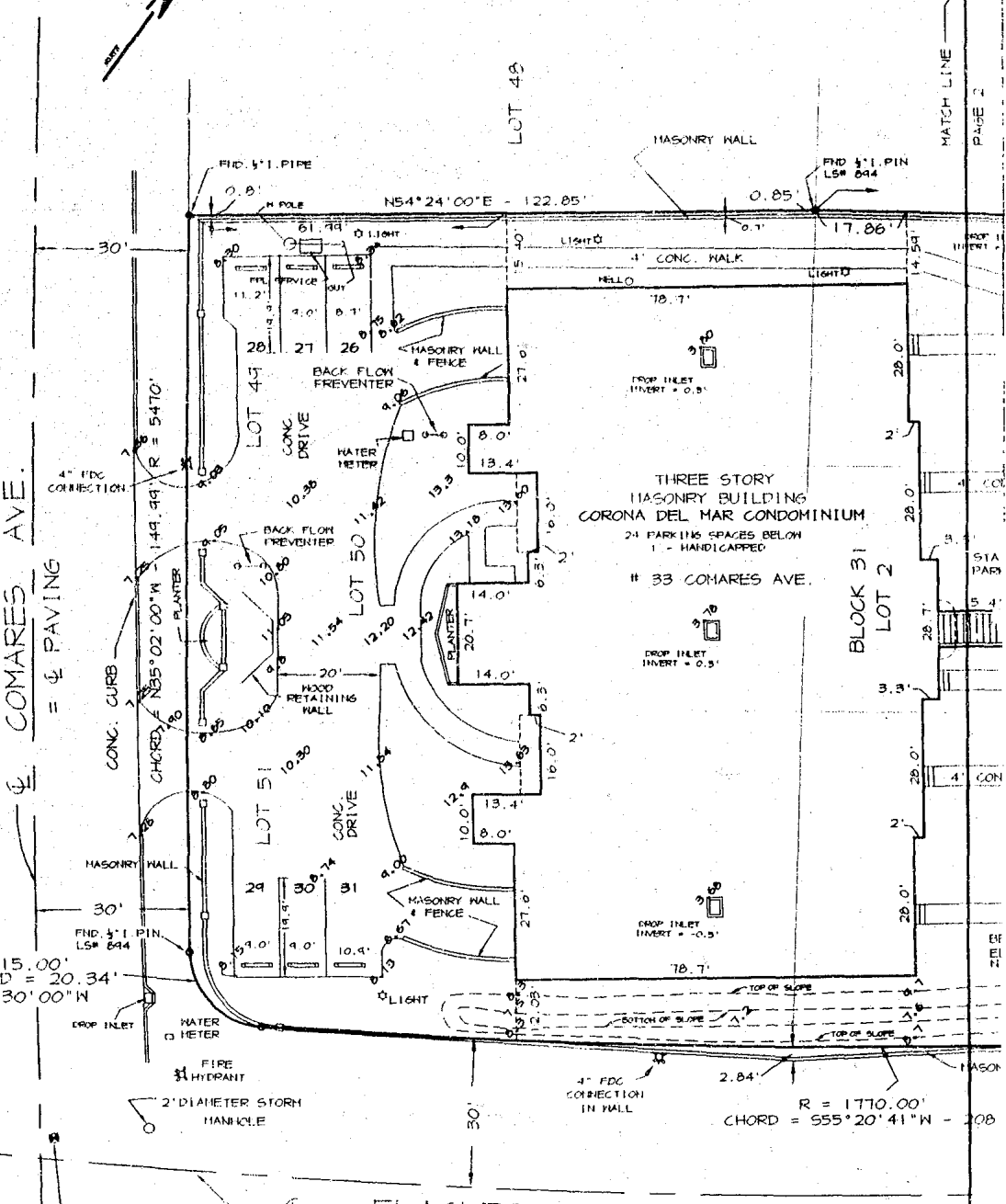
CORDNA DELMAR DOCKS

OR1530PG0850

**Exhibit C to Declaration of Condominiums  
for  
CORONA DEL MAR CONDOMINIUM  
Survey of the Condominium Property**

CONCH HOUSE  
PARKING LOT

COMARES AVE.  
= PAVING



THREE STORY  
MASONRY BUILDING  
CORONA DEL MAR CONDOMINIUM  
24 PARKING SPACES BELOW  
1 - HANDICAPPED  
# 33 COMARES AVE.

R = 15.00'  
CHORD = 20.34'  
N78°30'00"W

R = 1770.00'  
CHORD = 555°20'41"W - 108

BENCH MARK  
TOP NAIL & DISK  
CITY OF ST. AUGUSTINE  
E.L. = 7.42' N.G.V.D.

FLAGLER BLVD. (graded)



LEGEND:  
8.67' = 8.67 FEET N.G.V.D.  
16 = BOAT SLIP DESIGNATION

abbreviations:  
R/W = RIGHT OF WAY  
CONC = CONCRETE  
MOR = MORTAR  
C.L. = CENTERLINE  
FND = FOUND  
BM = BENCH MARK  
FHZ = FLOOD HAZARD ZONE  
CH = CHORD  
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM  
T = TANGENT  
R = RADIUS  
L = LENGTH  
Z = CENTRAL ANGLE  
ELEV. EL. = ELEVATION  
MEAS = MEASURED

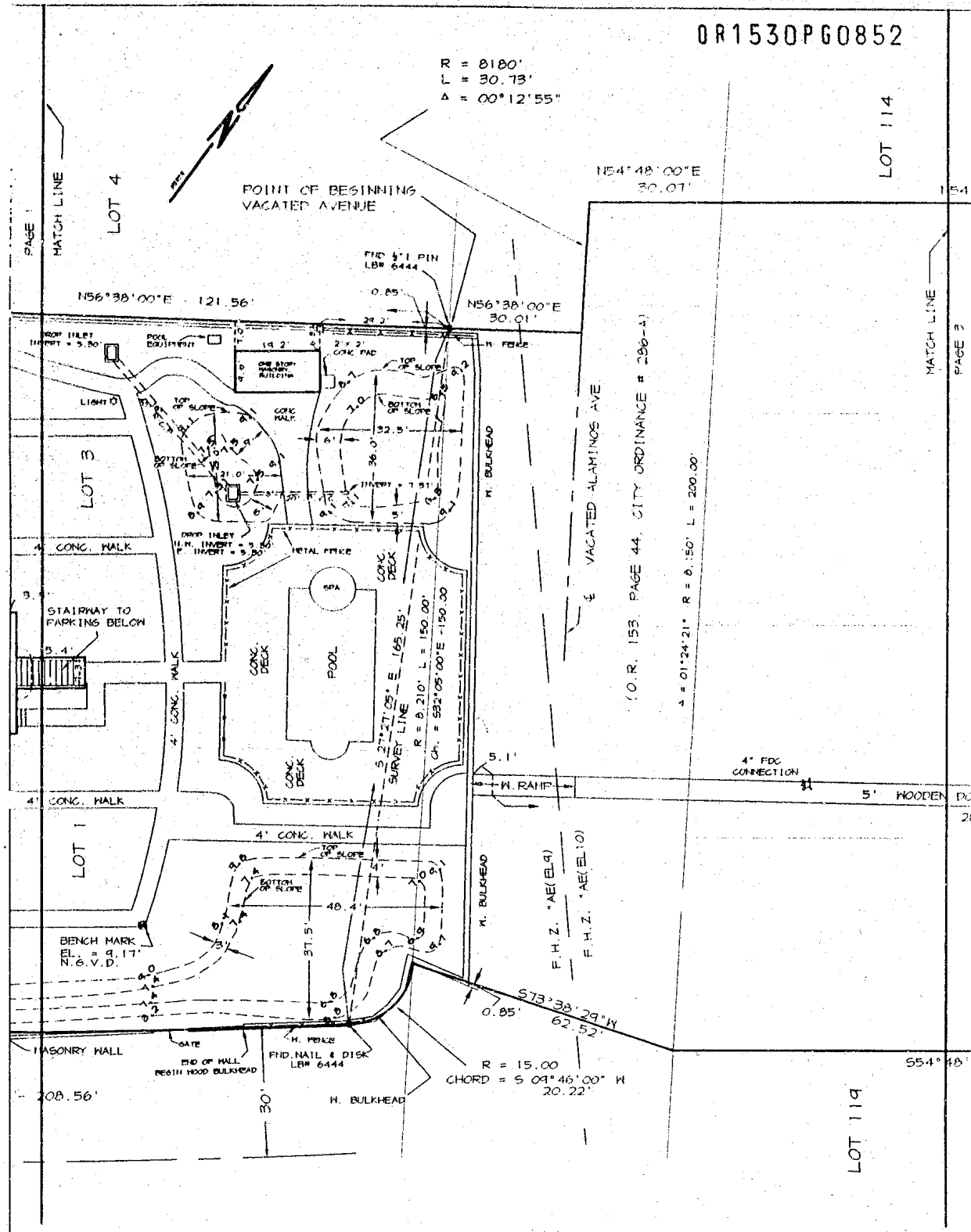
CORONA DEL MAR CONDOMINIUM

R = 8180'  
L = 30.73'  
Δ = 00°12'55"

LOT 114

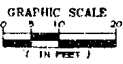
PAGE 1

PAGE 3



(O.R. 153, PAGE 44, CITY ORDINANCE # 206-4)

Δ = 01°24'21" R = 81.50' L = 200.00'



- NOTES:
1. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
  2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
  3. BEARINGS AND DISTANCES ARE FROM PLAT OR DESCRIPTION EXCEPT AS SHOWN.
  4. BEARINGS BASED ON NORTHERLY LINE OF LOT 49 = N54°24'00"E
  5. FLOOD HAZARD ZONE - SEE MAP COMMUNITY PANEL 125145-0004-D 6/16/92

# CORONA DEL MAR CONDOMINIUM

EXHIBIT C PAGE 2 OF 4

154°48'00"E - 150.38'

PAGE 2

MATCH LINE

LOT 115

LOT 116

LOT 117

LOT 118

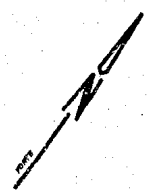
BLOCK 1

(OLD INLET)

SALT RUN

R = 7000' CHORD = 5.32°18'00"E - 199.48'

NOT SUBDIVIDED

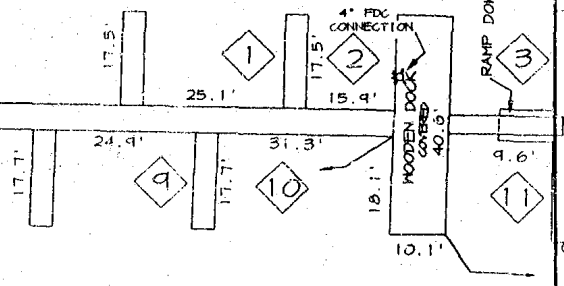


MATCH LINE

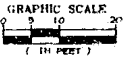
PAGE 4

DOCK AND WALKWAY  
280.2'

4" PDC CONNECTION



154°48'00"W - 150.81'



# CORONA DEL MAR CONDOMINIUM

EXHIBIT C PAGE 3 OF 4

# CORONA DEL MAR CONDOMINIUM

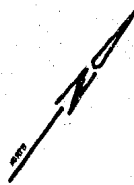
### DESCRIPTION:

LOTS 115, 116, 117 AND 118, BLOCK 1, DAVIS SHORES, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 3, PAGE 48, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

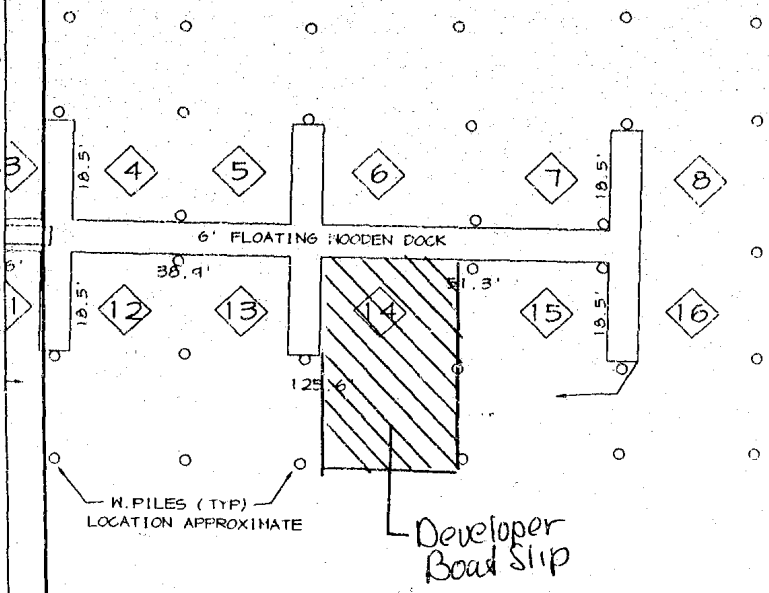
ALSO LOT 1, 2, 3, 4, 50, AND 51, BLOCK 31, DAVIS SHORES SUBDIVISION, ACCORDING TO MAP OR PLAN THEREOF RECORDED IN MAP BOOK 3, PAGE 48, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

ALSO, PART OF INLET DRIVE, FORMERLY ALANINOS AVENUE, VACATED BY CITY OF ST. AUGUSTINE ORDINANCE NO. 206-A RECORDED IN OFFICIAL RECORDS BOOK 153, PAGE 44, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 31, DAVIS SHORES, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 3, PAGE 48, PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 56 DEGREES 34 MINUTES 00 SECONDS EAST, ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 30.01 FEET; THENCE NORTHERLY ON THE CENTERLINE OF SAID ALANINOS AVENUE, ON THE ARC OF A CURVE WITH RADIUS OF 8,180 FEET AND CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 00 DEGREES 12 MINUTES 55 SECONDS, AN ARC DISTANCE OF 30.73 FEET; THENCE NORTH 54 DEGREES 48 MINUTES 00 SECONDS EAST, ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 115, BLOCK 1, OF SAID DAVIS SHORES, 30.07 FEET; THENCE SOUTHERLY ON THE WESTERLY LINE OF LOTS 115, 116, 117 AND 118 OF SAID BLOCK 1, ON THE ARC OF A CURVE WITH RADIUS OF 8,150 FEET AND CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 01 DEGREE 24 MINUTES 21 SECONDS, AN ARC DISTANCE OF 200.00 FEET; THENCE SOUTH 73 DEGREES 38 MINUTES 29 SECONDS WEST 82.52 FEET TO A POINT OF REVERSE CURVE ON THE EASTERLY LINE OF LOT 1, BLOCK 31, OF SAID DAVIS SHORES; THENCE NORTHERLY ON THE EAST LINE OF LOTS 1, 2 AND 3, BLOCK 31 OF SAID DAVIS SHORES, ON THE ARC OF A CURVE WITH RADIUS OF 8,210 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 02 MINUTES 44 SECONDS, AN ARC DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.



PAGE 3  
MATCH LINE



### CERTIFICATION:

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS FOR CORONA DEL MAR CONDOMINIUM IS SUBSTANTIALLY COMPLETE, SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, EXHIBITS A, B, C, D AND E ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, SO THAT THE COMMON ELEMENTS AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

## CONDOMINIUM-SURVEY

last field day: 9/7/00  
project no. 00-160  
drawing no. DRABM160

scale: GRAPHIC  
drawn: LHR  
check: MFR

*William F. Richbourg*  
WILLIAM F. RICHBOURG  
REGISTERED SURVEYOR, LICENSE NO. 5313  
STATE OF FLORIDA

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT C PAGE 4 OF 4



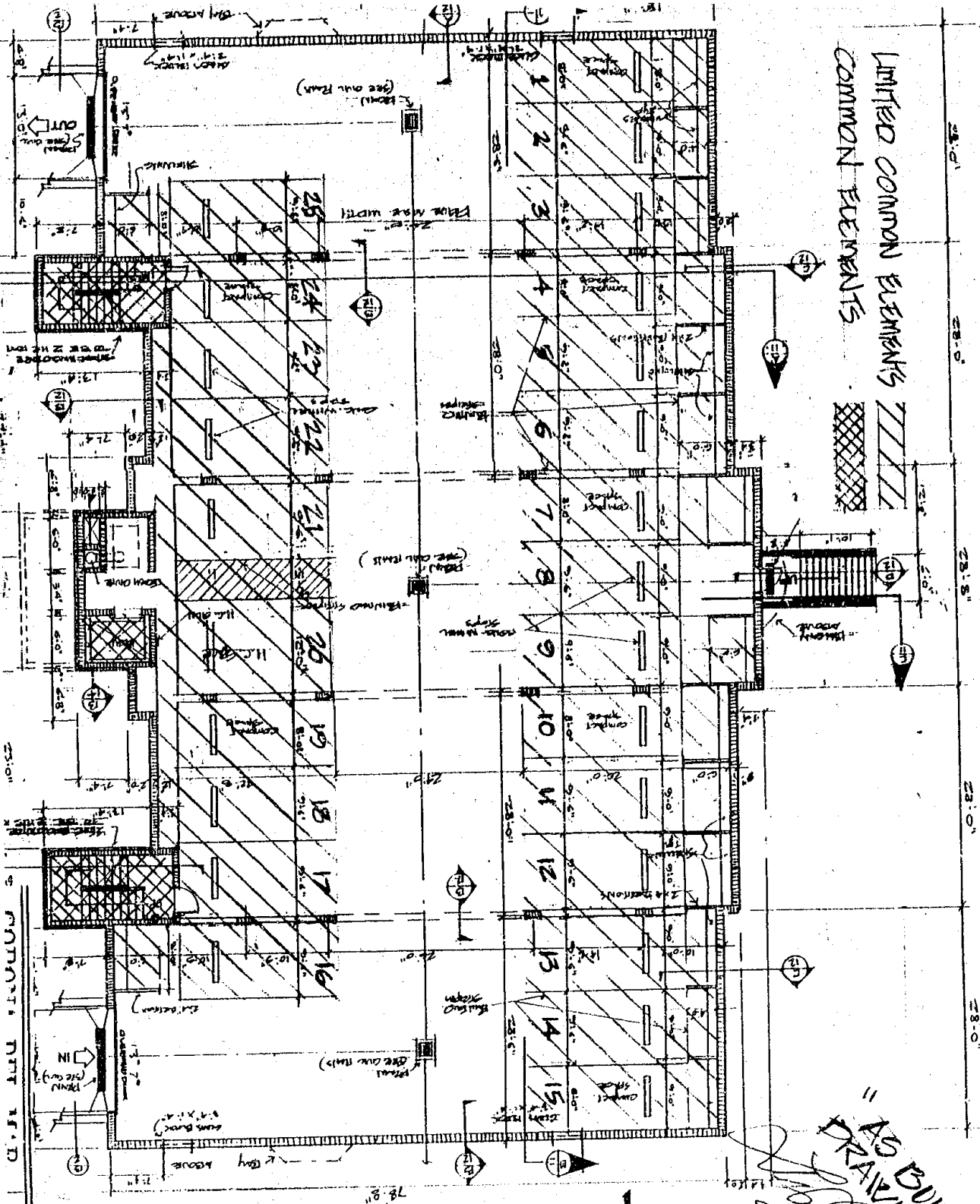
OR1530PG0855

**Exhibit D to Declaration of Condominiums  
for  
CORONA DEL MAR CONDOMINIUM**

**Plot Plan of the Condominium**

OR1530P60856

LIFTED COMMON ELEMENTS  
COMMON ELEMENTS

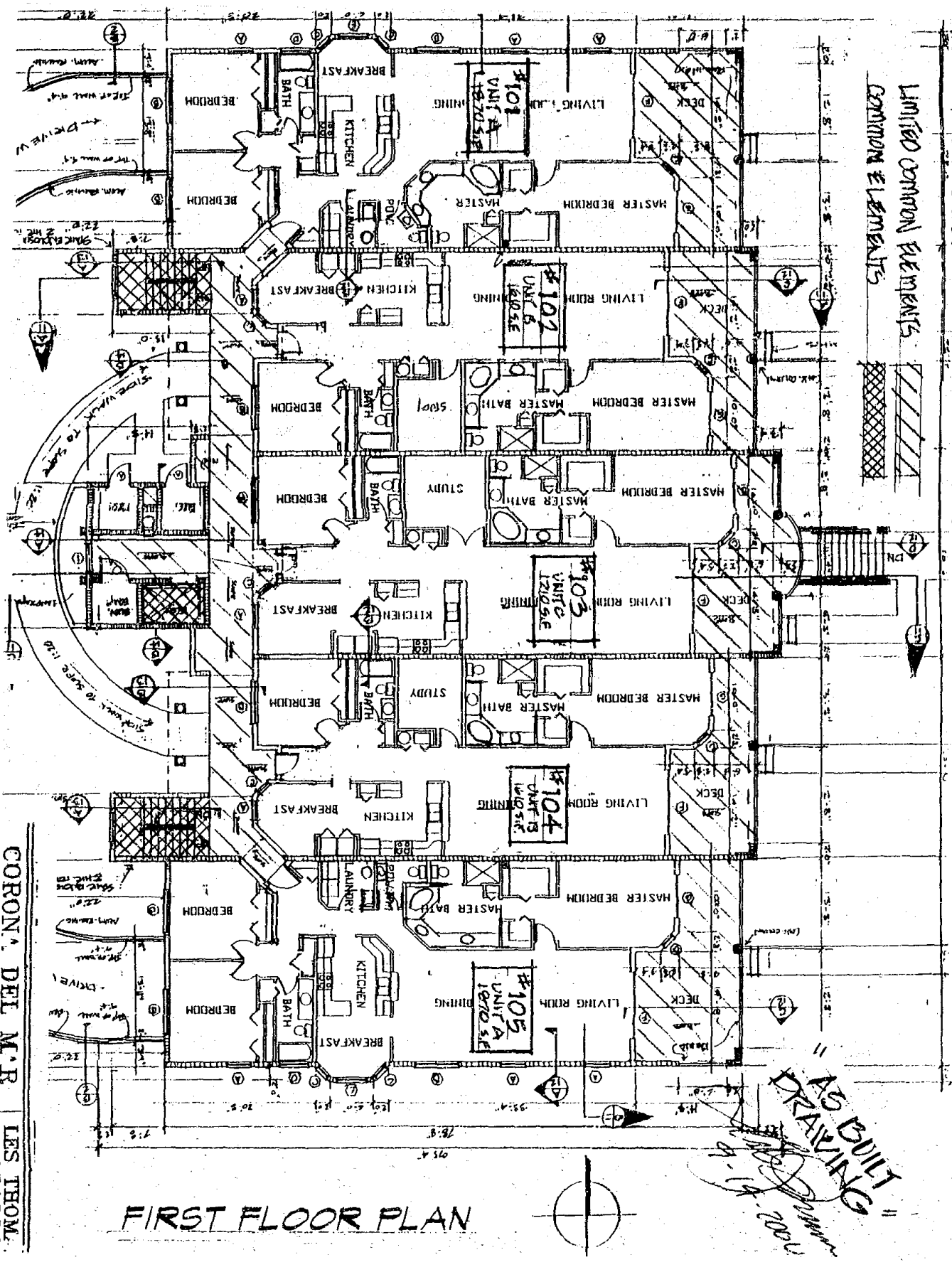


# GARAGE LEVEL PLAN

*AS BUILT  
DRAWING  
5/2000*

DR1530P60857

LIMITED COMMON ELEMENTS  
COMMON ELEMENTS



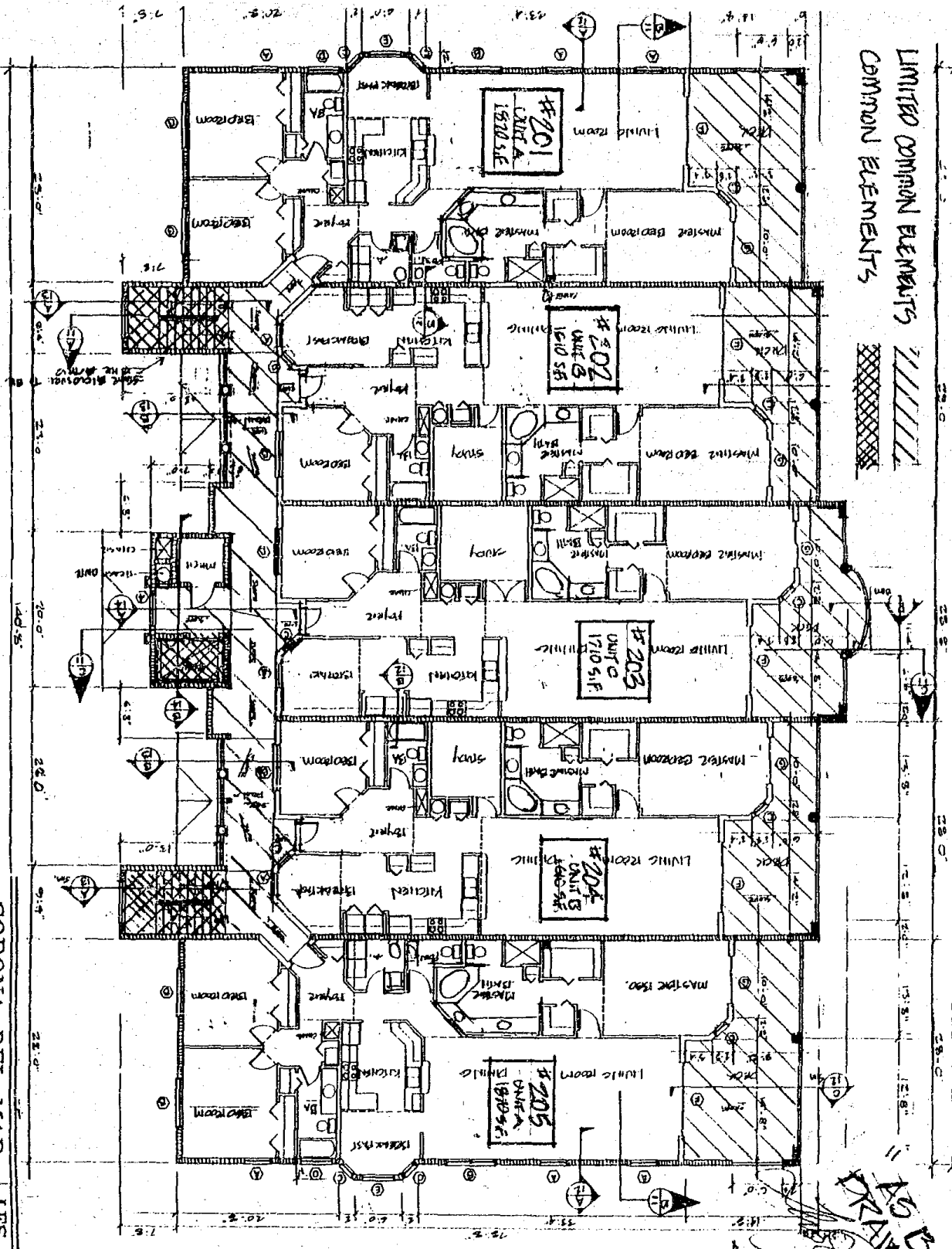
# FIRST FLOOR PLAN

AS BUILT  
DRAWING

CORONA, DEL M.P.R. LES THOM.

DR1530P60858

LIMITED COMMON ELEMENTS  
COMMON ELEMENTS



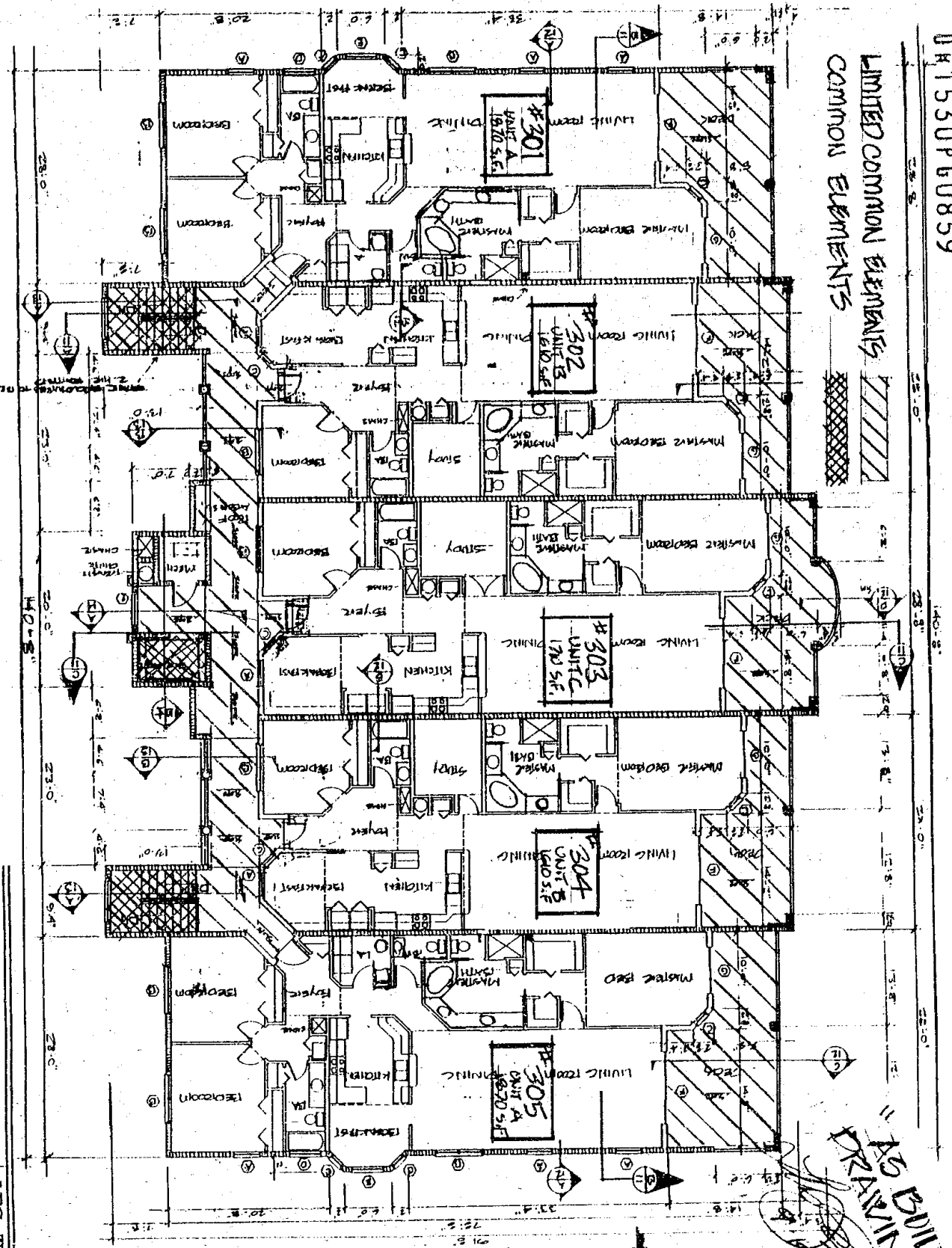
SECOND FLOOR PLAN

AS BUILT  
DRAWING

CORONA DFI R/R LES THOMAS

DR1530P60859

LIMITED COMMON ELEMENTS  
COMMON ELEMENTS

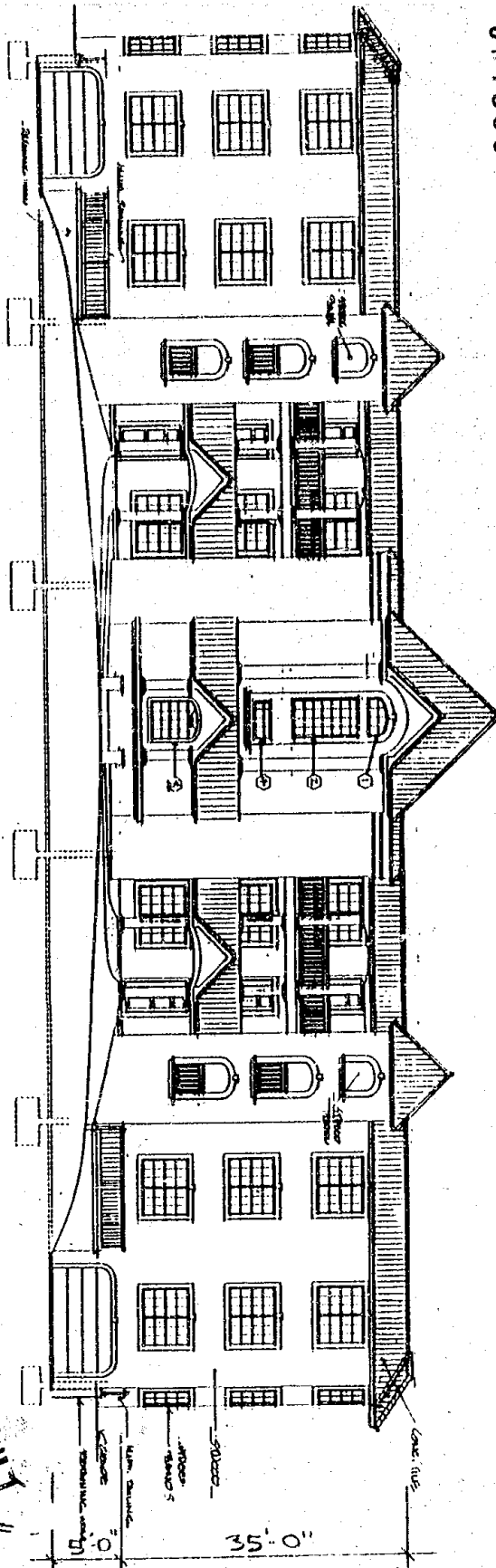


THIRD FLOOR PLAN

"AS BUILT"  
DRAWING  
2000

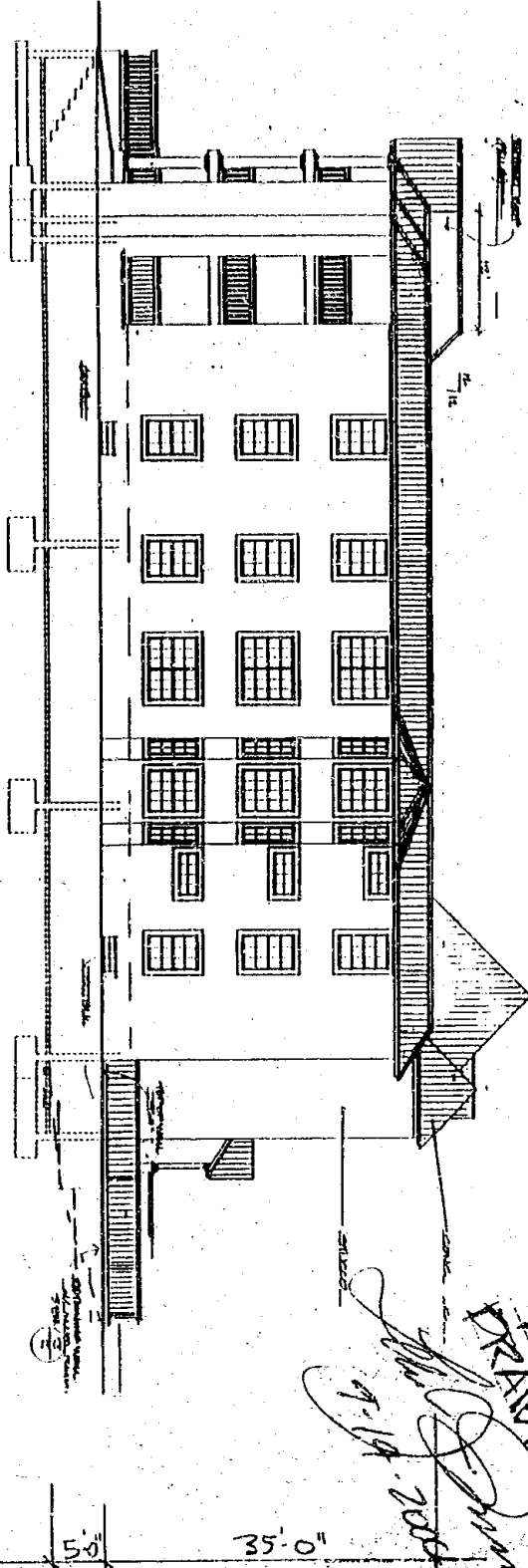
CORONA DEL MAR  
COMARBS AVENUE ST. AUGUSTINE  
LES THOMA  
ARCHITECTS

OR1530P60860



FRONT ELEVATION

*Handwritten note:*  
 "AS BUILT  
 DRAWING"  
*Signature:* [Illegible]  
 9-19-2008

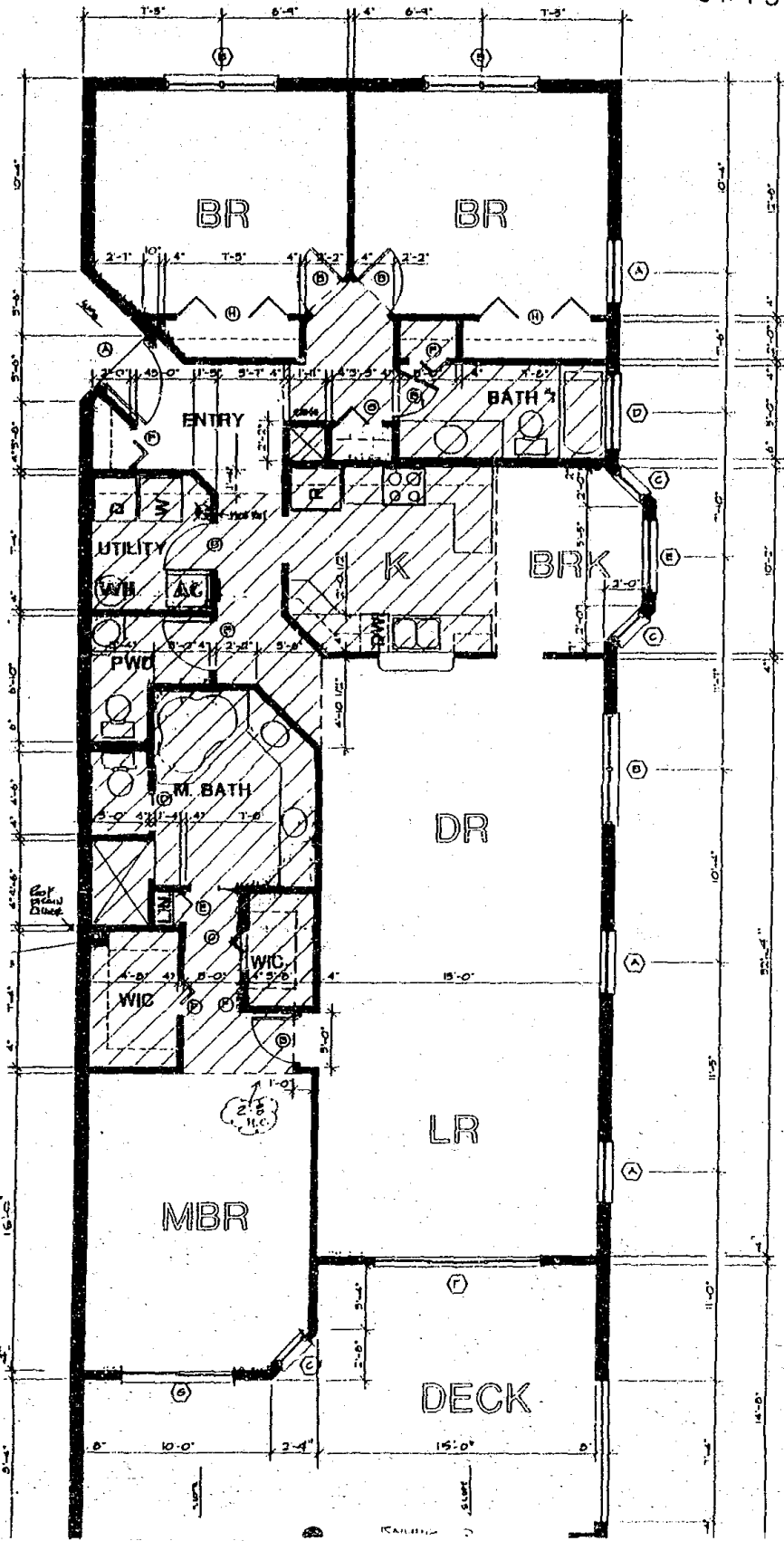


RIGHT & LEFT SIDE ELEVATION

CORONA DEL MAR  
 LES THOMAS  
 ARCHITECT

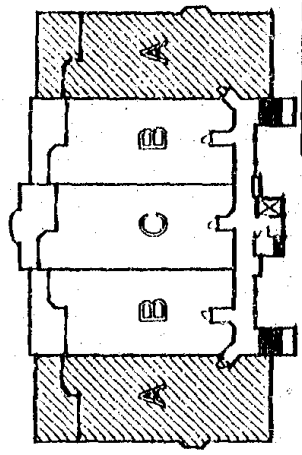
DR1530P60861

*Handwritten:* "TAKING TRAIL" 002-41-2000



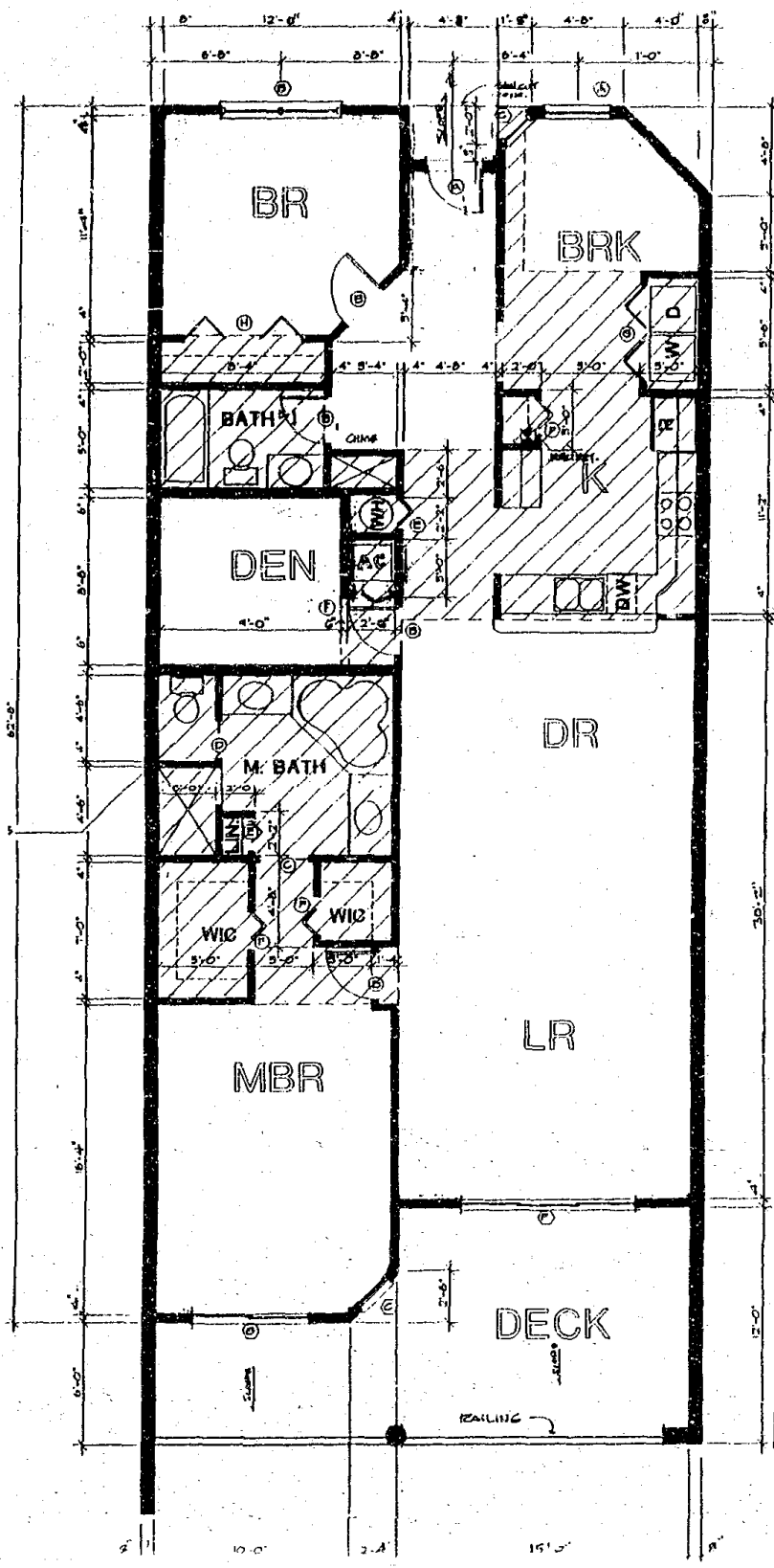
**3 BEDROOM / 2-1/2 BATH UNIT-A**

LIVING AREA 187 @ SQ. FT. DECK - 328 SQ. FT.



KEV CORONA DEI MAR | LES THOMAS

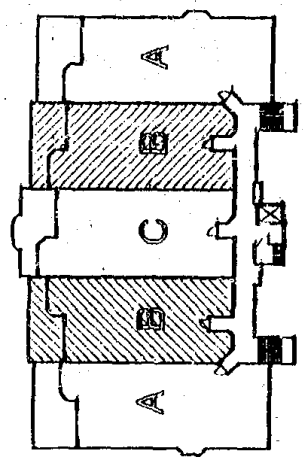
*AS BUILT TRAINING*



2 BEDROOM / DEN / 2 BATH UNIT-B

DECK - 262 SQ. FT.

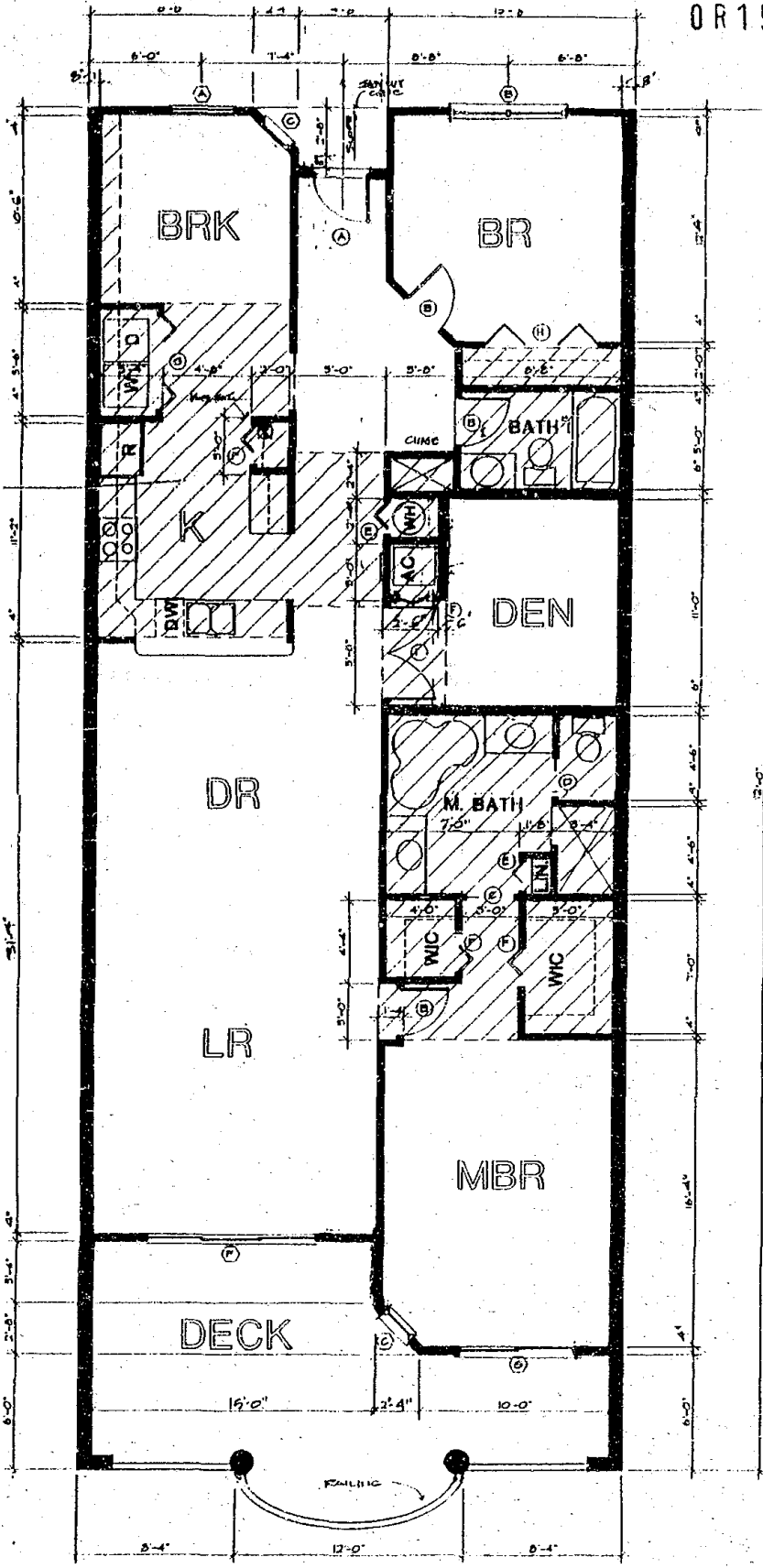
LIVING AREA - 1616 SQ. FT.



KEY



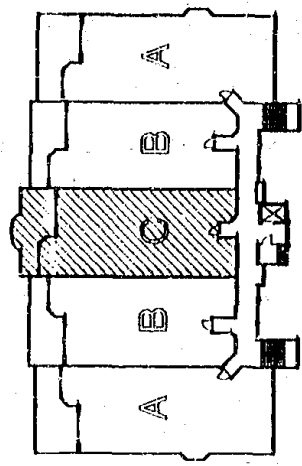
OR1530P60863



2 BEDROOM / DEN / 2 BATH UNIT - C

DECK - 290 SQ. FT.

LIVING AREA - 1710 SQ. FT.



KEY

*Handwritten notes:*  
 STAINING  
 =  
 201-201-14-01-01

CORONA DEL MAR  
 COMBES AVENUE  
 ST. AUGUSTINE  
 LES THOMAS  
 ARCHITECT

**Exhibit E to Declaration of Condominium  
for  
CORONA DEL MAR CONDOMINIUM**

**Designation of Covered Parking Spaces and Storage Rooms  
as Limited Common Elements Appurtenant to Specific Units**

Parking space and storage room use rights are reserved to the Developer until transferred to Unit Owners on a sale by sale basis, with parking spaces and storage rooms to be designated and transferred at time of closing; provided it is understood that each Unit Owner (and its respective guests and tenants, as applicable) shall be designated and allowed to use two (2) spaces and no more, locations to be determined at such time, and storage rooms to be simultaneously allocated, one (1) per Unit. The assignment of covered and uncovered spaces shall be made in the sole discretion of the Developer. This designation and transfer may occur by deed or separate instrument by Developer to each new owner, and shall thereafter be owned and transferable by each Unit owner as, and only as, an appurtenance to their Unit. However, notwithstanding anything the contrary herein or elsewhere in this Declaration, the use rights to the parking spaces and storage areas are licenses only, are not severable or alienable from the associated Unit to which assigned, are and shall remain subject to any reasonable Rules and Registrations imposed by the Association on the Limited Common Elements, and may be suspended or revoked if used by the Unit Owner (or its guests or tenants) in a manner not in compliance with said Rules and Regulations; and provided that, if suspended or revoked, said parking space use right may be redesignated or reallocated at the discretion of the Association to visitor use or as open parking.

The Developer reserves the right to reconfigure the parking and storage facilities pending final completion of the Condominium project, so long as each Unit is allocated two (2) spaces and one (1) storage room.

Further provided that, if necessary, the Developer or the Association (after turnover of the control of the Association) may re-designate the handicapped accessibility parking space amount Unit owners on an as needed basis.

**Exhibit F to Declaration of Condominium  
for  
CORONA DEL MAR CONDOMINIUM**

**Fractional Shares for all Units**

<u>Unit Number</u>	<u>Share/Allocation</u>
101	1/15
102	1/15
103	1/15
104	1/15
105	1/15
201	1/15
202	1/15
203	1/15
204	1/15
205	1/15
301	1/15
302	1/15
303	1/15
304	1/15
305	1/15

OR1530PG0866

**EXHIBIT G**  
**ARTICLES OF INCORPORATION**  
**OF**  
**CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC.**

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 14, 2000, as shown by the records of this office.

The document number of this corporation is N0000005301.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Fourteenth day of August, 2000



CR2EQ22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit under the laws of Florida, adopts the following Articles of Incorporation.

**ARTICLE I**

**NAME AND ADDRESS**

**Section 1.1 Name.** The name of the corporation is Corona Del Mar Condominium Association, Inc.

**Section 1.2 Address.** The mailing address of the corporation is 3689 Lone Wolf Trail, St. Augustine, Florida 32086, or such other address as the corporation may from time to time adopt. The principal office of the corporation shall be located at the above address.

**ARTICLE II**

**PURPOSE; DURATION**

**Section 2.1 Purpose.** The purpose of this corporation is to operate the residential condominium known as Corona Del Mar Condominium (the "Condominium") in the community of St. Augustine, at 33 Comares Avenue, in St. Johns County, Florida, in accordance with the Declaration of Condominium of Corona Del Mar Condominium (the "Declaration," which shall include the original recorded Declaration and all modifications or supplements thereto), the Florida Condominium Act (Chapter 718, Florida Statutes and any successor or replacement thereof, however numbered or named) and the various administrative rules and court decisions implementing or interpreting that Act which are in force as of the date of the event or occurrence that gives rise to their application (which rules and decisions, along with the Condominium Act itself, are collectively referred to herein as the "Condominium Laws"). To the extent these Articles of Incorporation conflict with or are silent on a point covered by the Declaration or the Condominium Laws, the terms of the Condominium Laws and then the Declaration (in that order of priority) shall control.

The corporation shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. John River Water Management District permit no. 4-109-1077-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

**EXHIBIT G**

The corporation shall levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the surface water or stormwater management system.

**Section 2.2 Duration.** This corporation shall exist perpetually. Corporate existence shall commence on the date these Articles are filed by the Department of the State of Florida.

In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE III****MEMBERS**

A. All Unit Owners in the Condominium shall automatically be Members of the Association and their memberships shall automatically terminate when titles to their Units are conveyed. If a Member conveys title to his Unit under the provisions of the Declaration, the new owner shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

B. Each Unit shall have one (1) vote in all elections of the Association. An individual, corporation or other entity owning an interest in more than one Unit may be designated as the voting Member for each Unit in which he or it owns an interest.

C. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. No part of the income of the Association shall be distributed to its Members, directors or officers.

**ARTICLE IV****INITIAL REGISTERED OFFICE AND AGENT**

**Section 4.1 Name and Address.** The street address of the initial registered office of this corporation is 3689 Lone Wolf Trail, St. Augustine, Florida 32086, and the name of the initial registered agent of this corporation at that address is William Pace.

**Section 4.2 Acceptance by Registered Agent.** By executing these Articles, the registered agent hereby accepts his appointment and agrees to act in

**EXHIBIT G**

this capacity and to comply with the provisions of the Florida Statutes governing same.

**ARTICLE V****DIRECTORS AND OFFICERS**

**Section 5.1 Number of Directors.** This corporation shall have three (3) directors initially. Once the developer of the Condominium has transferred control of the corporation to the Unit owners other than the developer, the number of directors may be increased or decreased by the owners, subject to any restrictions contained in Chapter

617, Florida Statutes or the Condominium Laws.

**Section 5.2 Initial Directors.** The names and street addresses of the initial directors of the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
William Pace	3689 Lone Wolf Trail,
Doug Randall	St. Augustine, Florida 32086
Ray McCall	

**Section 5.3 Compensation.** Unless expressly provided by majority vote of the owners of this corporation, neither the board of directors nor the officers of the corporation shall receive any compensation for their services as such.

**Section 5.4 Indemnification.** The corporation shall indemnify its directors and officers to the fullest extent permitted by law.

**ARTICLE VI****BYLAWS**

**Section 6.1 Bylaws.** The initial bylaws of this corporation shall be adopted by the board of directors. Bylaws shall be adopted, altered, amended or repealed from time to time by either the owners or the board of directors as specified in the Declaration or the Condominium Laws, but the board of directors shall not alter, amend or repeal any bylaw adopted by the owners if the owners specifically provide that such bylaw is not subject to amendment or repeal by the board of directors.



ARTICLE VII  
INCORPORATOR

Section 7.1 Name and Address. The name and street address of the incorporator of this corporation are:

NAME

ADDRESS

William Pace

3689 Lone Walk Trail

St. Augustine, Florida 32086

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as the incorporator of the corporation this 8 day of August, 2000.

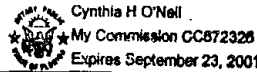
William Pace

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8 day of AUGUST 2000, by William Pace, who is personally known to me.

Cynthia H. O'Neil  
Sign

Print Name



Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit H to Declaration of Condominiums  
for  
CORONA DEL MAR CONDOMINIUM**

**BYLAWS**

**BYLAWS  
OF  
CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC.**

This corporation has been formed to operate the residential condominium known as Corona Del Mar Condominium (the "Condominium") in the community of St. Augustine, 33 Comares Avenue, St. Johns County, Florida, in accordance with the Declaration of Condominium of Corona Del Mar Condominium (the "Declaration," which shall include the original recorded Declaration and all modifications or supplements thereto), the Florida Condominium Act (Chapter 718, Florida Statutes and any successor or replacement thereof, however numbered or named) and the various administrative rules and court decisions implementing or interpreting that Act which are in force as of the date of the event or occurrence that gives rise to their application (which rules and decisions, along with the Condominium Act itself, are collectively referred to herein as the "Condominium Laws" and are incorporated by this reference). The following constitute the Bylaws of this corporation as adopted by its initial board of directors. To the extent these Bylaws conflict with or are silent on a point covered by the Articles of Incorporation (the "Articles," as they may be amended from time to time), the Declaration or the Condominium Laws, the terms of the Condominium Laws, then the Declaration, and finally the Articles (in that order of priority) shall control.

**ARTICLE I**

**OWNER'S MEETINGS**

**Section 1.1 Place of Meeting.** Meetings of the members of this corporation shall be held at the principal office of the corporation or any other place designated in the notice of the meeting.

**Section 1.2 Annual Meeting.** An annual meeting of the owners shall be held on or about April 30th of each year at a time and place to be designated by the Board of Directors, at which meeting the owners shall elect a Board of Directors and transact other business.

**Section 1.3 Special Meetings.** Special meetings of the owners shall be held when directed by the President or the Board of Directors, or when requested in writing by the holders of not less than ten percent of the holders of the votes entitled to vote at the meeting. A meeting requested by owners shall be called for a date not less than ten nor more than sixty days after the request is made, unless the owners requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors or owners requesting the meeting shall designate another person to do so.

**Section 1.4 Notice.** Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner or hand delivered to each Unit Owner. Whenever notice is required to be given to any owner, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the owners need be specified in the written waiver of notice.

**Section 1.5 Owner Quorum.** The Owners holding a majority of the votes entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of owners. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the act of the owners, unless the vote of a greater number or voting by class is required by Chapter 617 of the Florida Statutes, or by the Condominium Laws, the Declaration, the Articles, or these Bylaws. After a quorum has been established at a owners' meeting, the subsequent withdrawal of owners, so as to reduce the number of votes entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**Section 1.6 Voting.** Subject to any contrary provisions of the condominium Laws, the Declaration or the Articles:

- (a) The Owners of each Unit shall be entitled to one vote on each matter submitted to a vote at a meeting of owners.
- (b) An owner may vote either in person or by proxy executed in writing by the owner or his duly authorized attorney-in-fact.
- (c) At each election for directors every owner shall have the right to vote, in person or by proxy, the number of votes owned by him for as many persons as there are directors to be elected at that time and for whose election he has a right to vote.

**Section 1.7 Action by Owners Without a Meeting.**

- (a) Any action required to be taken at any annual or special meeting of the owners, or any action which may be taken at any such annual or special meeting,

may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the holders of votes having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted.

(b) Within thirty (30) days after obtaining such authorization by written consent, notice must be given to those owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

## ARTICLE II

### DIRECTORS

**Section 2.1 Function.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of this corporation shall be managed under the direction of, the Board of Directors.

**Section 2.2 Qualification.** Except as required by the Condominium Laws, the Declaration or the Articles, directors need not be residents of this state nor owners of this corporation.

#### **Section 2.3 Election, Number and Term.**

(a) The initial directors shall be as designated in the Articles of Incorporation, which shall initially be three (3) in number. In the event three (3) directors are not designated in the Articles or those named are otherwise unable to serve, the Developer shall appoint the persons to serve as initial directors to fill any vacancies existing at the time of organizing this Corporation. The Developer shall also appoint any successors of the initial directors, who shall hold office until the Unit owners other than the Developer are entitled under the Condominium Laws to elect one or more of the directors. At that time, the Unit owners shall be duly notified and an election shall be held in the manner and at the time called for by the Condominium Laws to elect the number of directors which they are then entitled to elect. Thereafter, the Developer shall appoint as many of the directors as it is permitted to do under the Condominium Laws, and it shall have the right to remove and replace such Developer-appointed directors from time to time as it may choose.

(b) At the each annual meeting of the owners thereafter, the owners shall elect the number of directors they are then entitled to elect under the Condominium Laws, to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office, or death.

**Section 2.4 Removal of Directors.** Except for the directors which the Developer is entitled to appoint (who may only be removed by the Developer), any other director may be removed, with or without cause, at a meeting of the owners called expressly for that purpose, as provided by the Condominium Laws.

**Section 2.5 Vacancies.** Except for the directors which the Developer is entitled to appoint (who may only be replaced by the Developer), any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the Unit owners in the manner provided for herein or in the Condominium Laws. A director elected to fill a vacancy shall hold office only until the next annual meeting of the Unit owners.

**Section 2.6 Quorum and Voting.** A majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which the quorum is present shall be the act of the Board of Directors.

**Section 2.7 Executive and other Committees.**

(a) The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except as limited by the laws of the State of Florida.

(b) The Board of Directors, by resolution adopted in accordance with this section, may designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

**Section 2.8 Time, Notice and Call of Meetings.**

(a) Regular meetings of the Board of Directors shall be held immediately following the annual meeting of owners each year, and regular or special meetings may be held at such times thereafter as the Board of Directors may fix, and at such other times as called by the President of the corporation or any two directors. Written notice of the time and place of special meetings of the Board of Directors shall be given to each director by either personal delivery, fax, telegram, or cablegram at least two days before the meeting, or by notice mailed to each director at least five days before the meeting. Adequate notice of all meetings, including an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting except in an emergency.

(b) Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

(c) Members of the Board of Directors may participate in a meeting of such board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 2.9 Action Without a Meeting.** Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the directors or a committee thereof, may be taken without a meeting of a consent in writing, setting forth the action so to be taken, signed by all of the directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the board or of the committee. Such consent shall have the same effect as a unanimous vote.

**Section 2.10 Director Conflicts of Interest.**

(a) No contract or other transaction between this corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of the directors are directors or officers of or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(i) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(ii) The fact of such relationship or interest is disclosed or known to the owners entitled to vote and they authorize, approve or ratify such consent or transaction by vote or written consent; or

(b) Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

**ARTICLE III****OFFICERS**

**Section 1.1 Officers.** This corporation shall have a President, who shall be a director, a Secretary and a Treasurer. They shall be chosen by the Board of Directors at the first meeting of the Board of Directors held following each annual meeting of owners, and shall serve until their successors are chosen and qualify. All other officers, agents and factors shall be chosen, serve for such terms and have such duties as may be determined by the Board of Directors. Any person may hold two or more offices.

**Section 1.2 Duties.** The officers of the corporation shall have the following duties:

(a) The **President** shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the owners and Board of Directors.

(b) The **Secretary** shall have custody of, and maintain, all of the corporate records except the financial records, shall record the minutes of all meetings of the owners and the Board of Directors or its committees, shall send all notices of meetings, and shall perform such other duties as may be presented by the Board of Directors or the President.

(c) The **Treasurer** shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of owners and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

(d) The **Vice President**, if one is elected, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He also shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign him. If more than one Vice President is elected, one thereof shall be designated as Executive Vice President and shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and each other Vice President shall only perform whatever duties and have whatever powers the Board of Directors may from time to time assign him.



**Section 3.3 Removal of Officers.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the corporation will be served thereby.

**Section 3.4 Vacancies.** Any vacancy, however occurring, in any office may be filled by the Board of Directors.

#### ARTICLE IV

##### BOOKS AND RECORDS

###### Section 4.1 Books and Records.

(a) This corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its owners, Board of Directors, and committees of directors.

(b) This corporation shall keep at its principal place of business, a record of its owners, giving the names and addresses of all owners.

(c) Any books, records, and minutes shall be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.2 Budgets, Assessments and Financial Information.** The corporation shall prepare and distribute such budgets and financial reports, levy such assessments, impose such liens, and keep and make available to the owners such financial records and information, as may be called for by the Condominium Laws and the Declaration.

**Section 4.3 Corporate Seal.** The Board of Directors shall provide a corporate seal which shall have the name of the corporation inscribed thereon, and may be facsimile, engraved, printed or an impression seal.

#### ARTICLE V

##### AMENDMENT

**Section 5.1 Power to Amend.** These bylaws may be altered, amended or repealed, and new bylaws may be adopted by either the Board of Directors or the owners in the manner specified in the Articles, the Declaration and the Condominium Laws, but the Board of Directors may not alter, amend or repeal any bylaw adopted by the owners if the owners specifically provide that such bylaws is not subject to amendment or repeal by the Board of Directors.

JAX1 #107281 v6

Public Records of  
St. Johns County, FL  
Clerk# 00-047369  
O.R. 1539 PG 814  
03:56PM 10/31/2000  
REC \$33.00 SUR \$4.50  
Doc Stamps \$220.15  
Int Tax \$125.74

**Bank of America** 

BANK OF AMERICA, N.A. (THE "BANK")

00000068211012859499

**Mortgage**

This Instrument prepared by and when recorded mail to:

GORDON E BECKER  
BANK OF AMERICA/CONSUMER LOAN PROCESSING  
P. O. BOX 31590

TAMPA, FL 33633-0754

This space is for Recorder's use only.

This **Mortgage** is made this 30 day of OCTOBER 2000, between  
BLANCHE M AMMONS, UNMARRIED

whose address is 5361 SOUNDVIEW AVE SAINT AUGUSTINE FL 32080-0000

(jointly and severally if more than one, "Grantor"), and BANK OF AMERICA, N.A. whose address is  
P.O. BOX 26041 GREENSBORO, NC 27420-0000 (the "Bank").

**Witnesseth: That Whereas,** BLANCHE M AMMONS

(jointly and severally if more than one, "Borrower") is justly indebted to the Bank according to the terms of a certain promissory note given by Borrower to the Bank dated  
OCTOBER 30 2000, in the amount of SIXTY TWO THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS AND 39 CENTS  
Dollars (\$ 62,869.39), with final payment being due on OCTOBER 29 2025 unless renewed, modified, extended or  
consolidated (the "Note"); and

**Whereas,** this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, modifications, replacements and consolidations of the Note; (b) the payment of all other sums, with interest, advanced under the terms of this Mortgage; (c) the performance of Grantor's covenants and agreements under this Mortgage and any other agreements executed by Grantor at the Bank's request pertaining to the debt evidenced by the Note (together, the "Loan Documents"); and (d) all future amounts, including future advances, the Bank in its discretion may loan to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. The total indebtedness secured by this Mortgage, collectively referred to herein as the "Secured Indebtedness", may decrease or increase from time to time, but the maximum principal indebtedness outstanding under the Note at any one time shall not exceed \$ 62,869.39, plus interest, plus amounts expended or advanced by the Bank for the payment of taxes, levies or insurance on the property described herein and for maintenance, repair, protection and preservation of the property and interest on such amounts. Specifically, without limitation, this Mortgage also secures all future amounts the Bank in its discretion may loan to Borrower within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$ 125,738.78

**Now Therefore,** in consideration of the premises and of the sum hereinabove set forth, Grantor mortgages to the Bank all of Grantor's right, title and interest in the following property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 7175 A1A SOUTH #D125  
ST AUGUSTINE FL 32086-0000 ("Property Address")

08-05-9035M (3/2000) NFL

Page 1 of 8

0R1539PG0815

Together with all buildings, structures and other improvements now or hereafter located on the property described, or any part or parcel thereof; all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located in, upon or under said property or any part thereof; any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by the Bank and of the reasonable attorney's fees, costs and disbursements incurred by the Bank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to herein as the "Property".

**This Mortgage is given and accepted on the following terms:**

**Representations and Warranties.** Grantor warrants that Grantor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Property unto the Bank against the claims of all persons whatsoever.

**Covenants.** Grantor further covenants and agrees as follows:

**1. Compliance with Loan Documents.** Grantor shall promptly pay and perform, and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents.

**2. Charges; Liens.** Grantor shall pay when due all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon the Bank's request, Grantor shall promptly furnish to the Bank receipts evidencing the payments.

**3. Funds for Taxes and Insurance.** Upon request by the Bank, Grantor shall pay to the Bank on the days payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments that may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". The Bank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, (12 U.S.C. 2301 et seq. ("RESPA")), unless another law that applies to the Funds sets a lesser amount. If so, the Bank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Bank may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. In no event shall the Bank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. If requested by the Bank, Grantor shall furnish to the Bank, at least thirty (30) calendar days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and the Bank shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. The Bank may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to the Bank and shall become part of the Secured Indebtedness and bear interest at the rate of interest stated in the Note from date of advancement. The Bank may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer the Property shall, without assignment thereof, inure to the benefit of the successor owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

**4. No Other Liens.** Grantor will not, without the prior written consent of the Bank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of the Bank, Grantor will cause the same to be promptly discharged and released.

**5. Insurance.** Grantor shall keep the improvements, if any, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Bank requires in an amount equal to the lesser of (a) the current outstanding balance on the Note; (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Note secured is a TaxSmart loan, then parts (a) or (b) above are not required). If requested by the Bank, Grantor shall also obtain liability insurance naming the Bank as an additional insured party in an amount as may be required by the Bank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to the Bank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days during the term of this Mortgage (forty-five (45) calendar days for flood insurance), the Bank may obtain the insurance and pay the premiums. If the Bank does so, Grantor shall pay the charge for the insurance and Grantor agrees to pay to the Bank interest on such amount until it is paid, at the rate of interest stated in the Note. Such amounts shall become additional debt of Borrower secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by the Bank is within the Bank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to the Bank and all such policies covering loss or damage to the Property shall include a standard non-contributory mortgagee clause in favor of the Bank. The Bank shall have the right to hold the policies and renewals. Grantor shall promptly give to the Bank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of the Bank the restoration or repair is economically feasible and the Bank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of the Bank the restoration or repair is not economically feasible or the Bank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as the Bank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from the Bank that the insurance carrier has offered to settle a claim, then the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period will begin when the notice is given.

Unless the Bank and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by the Bank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Bank to the extent of the sums secured by this Mortgage.

**6. Maintenance and Protection of Property Inspection.** Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 8. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Bank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. The Bank and any person authorized by the Bank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

**7. Protection of Bank of America's Rights in the Property.** If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect the Bank's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Bank may do and pay for whatever is necessary to protect the value of the Property and the Bank's rights in the Property. The Bank's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Bank may take actions under this Section 7, the Bank does not have to do so. No such action will waive any default. In the event the Bank makes any payments which the Bank deems necessary to protect the value of the Property and the Bank's rights in the Property, the Bank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by the Bank pursuant to this Mortgage shall become part of the Secured Indebtedness secured by this Mortgage. Unless Grantor and the Bank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest stated in the Note and shall be payable upon demand from the Bank to Grantor or Borrower.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to the Bank to be applied to the Secured Indebtedness, with any amounts in excess of the Secured Indebtedness being paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by the Bank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to the Bank within thirty (30) calendar days after the date the notice is given, the Bank is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless the Bank and Grantor otherwise agree in writing, any application of proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the payments referred to in the Note or this Mortgage or change the amount of such payments to the extent not discharged by such application.

**9. Hazardous Substances.** Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantor shall promptly give the Bank written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law, as soon as Grantor first has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 9, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 9, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Grantor shall indemnify and hold harmless the Bank from and against, and reimburse the Bank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by the Bank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

**10. Events of Default.** The occurrence of any one of the following shall be a default under this Mortgage and under the other Loan Documents ("Default"):

- a. **Failure to Pay any Secured Indebtedness.** Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due.
- b. **Non Performance of Covenants.** Any covenant, agreement or condition herein, in the Note or in any other Loan Document, other than a covenant, agreement or condition which is addressed as a Default elsewhere in this Section 10, is not fully and timely performed, observed or kept.
- c. **Breach of Warranty.** Any statement, representation or warranty in any Loan Document or in any financial statement delivered to the Bank in connection with the Secured Indebtedness is false, misleading or erroneous in any material respect.
- d. **Bankruptcy or Insolvency.** Any bankruptcy or insolvency proceeding is instituted by or against Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness, or if any tax lien, levy or garnishment is levied against any such party.
- e. **Default Under Other Lien.** A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not the Bank has consented, and without hereby implying the Bank's consent, to any such lien, security interest or assignment created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.
- f. **Liquidation, Etc.** The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in each state that business is conducted (or in the case of an individual, the death or legal incapacity) of Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.
- g. **Enforceability; Priority.** Any Loan Document shall for any reason without the Bank's specific written consent cease to be in full force and effect, or shall be declared null and void or unenforceable in whole or in part, or the validity or enforceability thereof in whole or in part shall be challenged or denied by any party thereto other than the Bank, or the lien, mortgage or security interests of the Bank in any of the Property become unenforceable in whole or in part, or cease to be of the priority herein required, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.
- h. **Other Default.** A default or event of default occurs under any other Loan Document, or under any other Section of this Mortgage which specifies such condition or event as a Default.

OR1539PG0817

**11. Rights and Remedies on Default.** Upon the occurrence of any Default and at any time thereafter, the Bank, at its option, may exercise any one or more of the following rights and remedies, singularly or collectively, in addition to any other rights or remedies provided by law:

a. **Accelerate Secured Indebtedness.** The Bank shall have the right at its option without notice to Grantor to declare the entire Secured Indebtedness immediately due and payable.

b. **UCC Remedies.** With respect to all or any part of any personal property, the Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

c. **Judicial Foreclosure.** The Bank may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

d. **Deficiency Judgment.** If permitted by applicable law, the Bank may obtain a judgment for any deficiency remaining on the Secured Indebtedness after application of all amounts received from the exercise of the rights provided in this Section 11.

e. **Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or the Bank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufferance of the Bank or the purchaser of the Property and shall, at the Bank's option, either (i) pay a reasonable rental for the use of the Property, or (ii) vacate the Property immediately upon the demand of the Bank.

f. **Enter and Use the Property.** The Bank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, in account of the Secured Indebtedness. Grantor transfers and assigns to the Bank Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Property.

g. **Sale of Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. The Bank shall be entitled to bid at any public sale on all or any portion of the Property. In case of any sale under this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as the Bank in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Secured Indebtedness paid in full.

h. **Notice of Sale.** The Bank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.

i. **Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect the Bank's right to declare a Default and exercise its remedies under this Mortgage.

j. **Attorneys' Fees; Expenses.** Whether or not any court action is involved, all reasonable expenses incurred by the Bank that in the Bank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Note payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, the Bank's reasonable attorneys' fees and the Bank's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

k. **Receiver.** The Bank, in any action to foreclose this Mortgage, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits, or of the Property, or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the Secured Indebtedness, or the solvency of any person or corporation liable for the payment of such amounts.

l. **Pay Expenses.** Pay any sums in any form or manner deemed expedient by the Bank to protect the security of this Mortgage or to cure Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of the Bank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the Bank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.

m. **Other Remedies.** The Bank shall have all other rights and remedies provided in this Mortgage, the Note, or as available at law or in equity.

**12. Grantor Not Released; Forbearance by Bank of America Not a Waiver.** Renewal, modification or extension of the time for payment, modification of amortization of the Secured Indebtedness, transfer of the Property, or any forbearance granted by the Bank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. The Bank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to extend time for payment or refuse to otherwise modify amortization of the Secured Indebtedness by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by the Bank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy.

Neither failure by the Bank to exercise nor delay by the Bank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by the Bank, whether of any breach of or Default under this Mortgage, the Note or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

The Bank shall have the right from time to time to sue for any sums, whether interest, principal or any installment or either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Bank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

**13. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Bank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 15. Grantor's covenants and agreements shall be joint and several.

**14. Notices.** Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantor or (b) addressed to the street address of the Property.

**15. Transfer of the Property or a Beneficial Interest in Grantor.** If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit claim deeded, voluntarily or involuntarily, by operation of law, death, or otherwise or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person, without the Bank's prior written consent, the Bank may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Bank if exercise is prohibited by federal or state law as of the date of this Mortgage, the Bank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 15, but it shall have no obligation to do so, and any waiver may be conditioned upon each one or more of the following if any which the Bank may require: (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to the Bank in its sole judgment; (ii) Grantor and transferee executing, prior to such sale or transfer a written assumption agreement containing such terms as the Bank may require; (iii) a principal balance reduction on the Note; (iv) an increase in the rate of interest stated in the Note; (v) a transfer fee; and (vi) any modification of the terms of the Note and/or the other Loan Documents which the Bank may require.

If the Bank requires payment in full pursuant to this Section 15, the Bank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, the Bank may invoke foreclosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

**16. Release.** Upon payment of all sums secured by this Mortgage, the Bank shall release this Mortgage without charge to Grantor except for any recordation costs.

**17. Subrogation.** Any of the proceeds of the Note used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by the Bank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. The Bank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by the Bank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Secured Indebtedness, but this Mortgage shall govern and control the enforcement of the liens to which the Bank is subrogated hereunder.

**18. Fees and Expenses.** To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to the Bank on demand to the extent paid by the Bank: (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or the Bank in connection with the preparation of the Loan Documents, closing and funding of the Note, and any and all amendments and supplements to the Loan Documents; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this or under any other Loan Document.

The Bank may, at its option at any time Grantor is in default under the terms of the Note or the other Loan Documents, obtain an appraisal satisfactory to the Bank of the Property or any part thereof by a third party appraiser engaged by the Bank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to the Bank such financial statements in form and content satisfactory to the Bank within ten (10) calendar days of each such request therefor by the Bank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Secured Indebtedness and shall be paid by Grantor to the Bank on demand.

**19. Effective as Financing Statement.** This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 19.

**20. Waivers.** Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homestead and exemption rights, if any, provided for by the Constitution and Laws of the United States or the State of Florida, in and to the Property as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of this Mortgage or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.

**21. Governing Law/ Severability.** This Mortgage shall be governed by Florida law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**23. Special Provisions** [If blank, there are no special provisions].

**22. Interpretation.** Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The Bank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.

**24. Special Notice to Grantor.** Any Grantor who signs this Mortgage but does not execute the Note: (a) is signing this Mortgage only to grant, bargain, sell and convey that Grantor's interest in the Property under the terms of this Mortgage; (b) is not by signing this Mortgage becoming personally obligated to pay the Note; and (c) agrees that the Bank and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note or any other Loan Document without that Grantor's consent. The foregoing does not limit the liability of Grantor under any guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the Secured Indebtedness in whole or in part.

**Waiver of right to trial by jury.** Grantor hereby waives the right to trial by jury in any action brought on this Mortgage or the Note or any other matter arising in connection with this Mortgage or the Note.

**Any litigation arising out of or relating to this Mortgage or the Note shall be commenced and conducted in the courts of the State of Florida for the counties or the Federal Courts for the districts where BANK OF AMERICA, N.A. maintains offices and conducts banking business.**

DR1539PG0819

In Witness Whereof, this Mortgage has been duly executed by Grantor the day and year first above written.

Witness (as to all signers):

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature  
*Belle A. Masters*  
\_\_\_\_\_  
Type or Print Name

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature  
*Nancy J. Taylor*  
\_\_\_\_\_  
Type or Print Name

*[Handwritten Signature]*  
\_\_\_\_\_  
Grantor Signature  
BLANCHE M. AMMONS  
\_\_\_\_\_  
Type or Print Name  
5361 SOUNDVIEW AVE  
\_\_\_\_\_  
Post Office Address  
SAINT AUGUSTINE FL 32080-0000

\_\_\_\_\_  
Grantor Signature  
\_\_\_\_\_  
Type or Print Name  
\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Grantor Signature  
\_\_\_\_\_  
Type or Print Name  
\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Grantor Signature  
\_\_\_\_\_  
Type or Print Name  
\_\_\_\_\_  
Post Office Address

0R1539P60820

**Individual Acknowledgment**

State of FLORIDA )  
County of St. Johns ) ss

For foregoing instrument was acknowledged before me this 30th day of October 2000 by Blanche M. Ammons,  
unmarried who is personally known to me or who has produced  
drivers license as identification.

*[Handwritten Signature]*

**Signature of Person Taking Acknowledgement**

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any



**Corporate Acknowledgment**

State of FLORIDA )  
County of \_\_\_\_\_ ) ss

For foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally  
known to me or who has produced \_\_\_\_\_ as identification.

**Signature of Person Taking Acknowledgement**

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any

Notary Seal



## EXHIBIT "A"

Unit No. D-125, PELICAN INLET CONDOMINIUM, a condominium created by that certain Declaration of Condominium dated February 2, 1977, recorded in Official Records Book 326, Pages 132 through 216, of the Public Records of St. Johns County, Florida; as amended by the Amended Declaration of Condominium dated March 16, 1977, recorded in Official Records Book 330 Pages 202 through 290 of the Public Records of St. Johns County, Florida; and further amended by the Second Amendment to the Declaration of Condominium dated and recorded in Official Records Book 340, beginning on Page 136, of the Public Records of St. Johns County, Florida; and amended and restated by the Second Amended and Restated Declaration on Condominium dated February 25, 1980, recorded in Official Records Book 451, Pages 418 through 447, of the Public Records of St. Johns County, Florida, and rerecorded in Official Records Book 452, Pages 310 through 365, of the Public Records of St. Johns County, Florida.

3188

Prepared by, record and return to:

Corona Del Mar Condominium  
Association, Inc.  
Attn: Neil King, President  
33 Comares Avenue  
Unit 201  
St. Augustine, FL 32080

Public Records of  
St. Johns County, FL  
Clerk# 04-062939  
O.R. 2264 PG 635  
03:08PM 08/19/2004  
REC \$29.00 SUR \$32.00

## SECOND AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Second Amendment ("Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 7th day of August, 2004 by the Corona Del Mar Condominium Association Inc., whose address is 33 Comares Avenue, St. Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

## RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Association desires to amend the Declaration with respect to certain designations of Common Elements and Limited Common Elements and to further clarify certain responsibilities for maintaining, repairing, replacing and keeping in clean and orderly condition, and use thereof, of certain Common Elements and Limited Common Elements and to further clarify provisions contained in the Declaration regarding the alteration and improvement of Units, Common Elements and Limited Common Elements; and

**WHEREAS** the Association also desires to amend the Bylaws of the Corporation, such Bylaws being Exhibit H of the Declaration, and recorded in the Official Records Book 1530 at Page 872 of the current public records of St. Johns County, Florida with respect to the number of directors and terms of officers; and

**WHEREAS** pursuant to Article IX of the Declaration, the Association Unit Owners owning not less than two-thirds (2/3) of the voting interests in the Association consent to amend the Declaration in accordance with this Amendment by action taken at a Special Meeting of the Association held on August 7, 2004.

**NOW, THEREFOR,** the Association hereby amends the Declaration as follows:

**IV. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**  
Articles IV-B and IV-C are hereby deleted in their entirety and replaced with the following:

**B. Common Elements.** All of the Land and Improvements of the Condominium except the Units, including without limitation:

- (1) Those Improvements and features designated as Common Elements by the Condominium Laws;
- (2) Elevators and other fixtures, personal property and equipment owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium, including, without limitation, the perimeter wall and fencing, swimming pool, spa and related decking, lighted bulkhead, the "Docks", which are hereinafter defined as all structures comprising the walkways, ramps, finger piers, pilings, covered pavilion and all equipment, utility services and utility distribution equipment located therein and appurtenant to same, and limited access entrance facilities; and
- (3) Easements for ingress, egress, utilities, drainage, recreation, and other purposes serving the Condominium Property.

**C. Limited Common Elements.** Those portions of the Common Elements which are reserved herein for use by a certain Unit or Units, or by the Developer with respect to parking spaces, storage rooms and boat slips, to the exclusion of all the other Units, consisting of the following:

- (1) The veranda, patio, terrace or balcony areas and the fixtures and equipment, if any, attached or contiguous to the exterior of and serving only that Unit; and
- (2) The interior parking spaces and storage rooms located within the garage level of the Condominium as shown on Exhibit D, Garage Level Plan, which are hereby reserved to the Developer until assigned to the Units, and use rights transferred to the respective Owners thereof, when sold by the Developer at Developer's discretion, as set forth in Exhibit E.
- (3) The exterior parking spaces as depicted on Exhibit C, Survey of the Condominium Property, which are hereby reserved to the Developer until assigned to the Units, and use rights transferred to the respective Owners thereof, when sold by the Developer at Developer's discretion, as set forth in Exhibit E.
- (4) Use rights to one (1) boat slip, which are hereinafter defined as the boat mooring areas configured within the Docks

and demised by the finger piers or pilings, as the case may be (the "Boat Slip(s)"). Each Boat Slip shall include that water surface area as measured in width from the outside edge of the finger pier to the centerline of adjacent pilings and in length from the outside edge of the common walkway to the outermost face of the outermost pilings. Boat Slips are hereby reserved to the Developer until assigned to the Units, and use rights transferred to the respective Owners thereof, when sold by the Developer at Developer's discretion, as set forth in Exhibit B.

**X. MAINTENANCE, REPAIRS AND REPLACEMENTS** – *Article X-B is hereby deleted in its entirety and replaced with the following:*

**B. Common Elements and Limited Common Elements.** The Association shall be responsible for, and shall assess against and collect from the Unit owners, the costs of maintaining, including the dredging of the channel areas, from time to time, as may be required to maintain sufficient water depths (defined as not less than 5 feet at MLW) and access to and from the Docks and Boat Slips to the extent permissible by law, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements and the Limited Common Elements. The Association shall, at the expense of the Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs or replacements of or to the Common Elements. Notwithstanding the foregoing, each respective Unit owner shall be responsible to perform and pay the associated cost of;

- (1) Keeping the veranda, patio, terrace or balcony areas in neat, clean and orderly condition and maintaining, repairing or replacing any fixtures, equipment or finishes installed by the respective Unit owner and not as part of the original construction.
- (2) Keeping the interior of the storage rooms in clean, safe and orderly condition and maintaining, repairing or replacing any fixtures and equipment installed within the storage room by the respective Unit owner and not as part of the original construction.
- (3) Dredging of the Boat Slip appurtenant to the Unit, as may be required from time to time, and as determined by, and in the sole discretion of the Unit Owner, to the extent permissible by law.

**C. Limited Common Elements.** *is hereby deleted in its entirety.*

**XVII. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS** *is hereby deleted in its entirety and replaced with the following:*

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements, except in compliance with the following:

**A. Alterations and Improvements.** No alteration of, improvement, replacement or addition to a Unit, Common Element or to any Limited Common

Element, shall be made, constructed, erected or installed without first submitting to the Board plans and specifications which describe in sufficient detail the scope of work involved and materials to be used (the "Plans"). All work contemplated must be designed and installed by qualified, licensed contractors in accordance with all applicable building codes. Unless and until a resolution is adopted by the affirmative vote of the majority of all members of the Board approving and consenting thereto no work shall commence. The Board may, if deemed necessary in its sole discretion, assess the applicable Unit owner with a reasonable fee to pay for the cost of reviewing the Plans for compliance with the terms and conditions provided herein this Article XVII. All work must be performed in conformance with the Rules and Regulations adopted by the Board from time to time.

(1) Notwithstanding the foregoing, the review and approval by the Board of Unit owner's Plans and requests shall be limited to;

a. Alterations, replacements, rerouting or removal of any structural component, column, bearing wall or partitions, waste and water pipes, mechanical ducts and equipment, electrical wiring, conduits and distribution panels, or fire sprinkler and alarm systems;

b. Alterations, replacements, removal or additions that would change the style, pattern, material, texture or outside appearance or color of any door, window, screen, fixture, equipment or appliance in or upon the exterior of the Unit, building, Common Element or Limited Common Element, provided however, interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior of the building with a solid white or off-white material or color shall be permitted;

c. Installation of boat lifts in any Boat Slip. The Board shall adopt specifications for boat lifts, which shall include material, color, style, operation, utility requirements, and height. The Board, subject only to applicable code and permitting requirements and limitations thereof, shall not refuse approval of the installation or replacement of boat lifts conforming to the specifications adopted by the Board;

d. Installation of storm or hurricane shutters. The Board shall adopt specifications for storm or hurricane shutters, which shall include material, color, style, operation, utility requirements, and fastening methods. The Board, subject only to applicable code, permitting and insurance requirements and limitations thereof, shall not refuse approval of the installation or replacement of storm or hurricane shutters conforming to the specifications adopted by the Board;

e. Any other alteration, replacement, removal or addition that would otherwise change, modify or alter the exterior of any Unit, the building, Common Element or Limited Common Element so that it thereby differs in appearance from any other Units, buildings, Common Elements or Limited Common Elements of the same type. Unit owners may enclose underground parking spaces to provide for a garage provided they are constructed consistent with the Plans submitted to and approved by the Board and comply with all other conditions contained herein this Article XVII, A.

**B. Common Elements.** The Association, upon affirmative vote of a majority of the Board shall have the right to make or cause to be made alterations, improvements, additions or replacements to the Common Elements as deemed necessary from time to time by the Board to maintain, protect or preserve the Common Elements. The cost of such alterations, improvements, additions or replacements shall be assessed against and collected from all Unit owners as Common Expenses.

**C. Acquisition of Real Property.** Neither the Board nor the Association shall acquire additional real property without first obtaining the affirmative vote of seventy-five percent (75%) of the Voting Interest in the Association. The cost of acquiring additional real property shall be assessed against and collected from all Unit owners as Common Expenses.

**D. Enforcement.** In the event any Unit owner does not comply with the provisions contained herein this Article XVII and proceeds to make alterations, replacements, removals or additions without first obtaining approval by the Board, then in such event, the Unit owner shall be deemed to be in breach of these Declarations. The Association, in addition to all rights and remedies afforded by law, and by action of the Board may levy against the Unit owner a penalty not to exceed one hundred dollars (\$100.00) per day, for each day the violation continues, nor one thousand dollars (\$1,000.00) in the aggregate.

**EXHIBIT H to the Declaration of Condominiums – Bylaws**

**ARTICLE II – Directors** – Article II Section 2.3 is hereby deleted in its entirety and replaced with the following:

**Section 2.3 Election, Number and Term.** Commencing upon the next annual meeting to occur after the date hereof, this Corporation shall have five (5) directors. The directors shall be elected by the owners and the term of directors shall be one (1) year, except the President shall serve a term of three (3) years and the Vice President shall serve a term of two (2) years. At each annual meeting of the owners thereafter, the owners shall elect the number of directors they are then entitled to elect to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected, or appointed by the Board of Directors as provided in Article III, Section 3.1, or until his successor shall have been elected and qualified or until his earlier resignation, removal from office, or death.

**ARTICLE III - Officers** – Article III Section 1.1 is hereby deleted in its entirety and replaced with the following:

**Section 3.1 Officers.** This Corporation shall have a President, a Vice President, a Secretary and a Treasurer all who shall be directors. The initial slate of officers shall be chosen by the Board of Directors at the first meeting of the Board of Directors held following the next annual meeting of owners to occur after the date hereof and shall serve their appointed terms and until their successors are chosen and qualify. All other officers, agents and factors shall be chosen, serve for such terms and have such duties as may be determined by the Board of Directors. Any person may hold two or more offices.

**Section 1.2 Duties.** is corrected to be captioned Section 3.2 Duties.

**In all other respects the Declaration and Bylaws thereof remain unmodified and in full force and effect.**

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association by action taken at a Special Meeting of the Association held on August 7, 2004 and as attested by signature set forth below:

WITNESS:

CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC. a Florida corporation

G. Danny Edwards  
Witness

BY: Neil C. King

G. Danny Edwards  
Witness - Print Name

AS: Neil C. King  
President

Sandra L. Massaro  
Witness

Sandra L. Massaro  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF Duval The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2004 by **Neil C. King, as President of Corona Del Mar Condominium Association, Inc.**, a Florida corporation, on behalf of the corporation, who is [] personally known to me or who has [] produced \_\_\_\_\_ as identification

Joni Marie Lawler  
Signature

Joni Marie Lawler  
My Commission CC969087  
Commission expiration date September 20, 2004

Serial number \_\_\_\_\_

AFFIX SEAL:

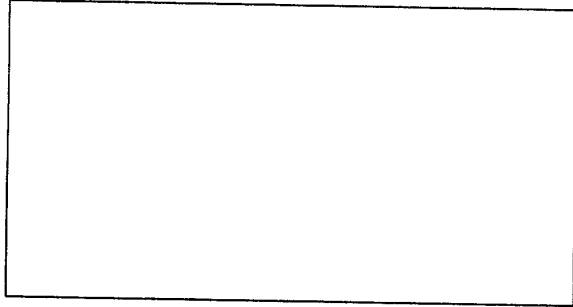




29

Prepared by, record and return to:

Corona Del Mar Condominium  
Association, Inc.  
Attn: Neil King, President  
33 Comares Avenue  
Unit 201  
St. Augustine, FL 32080



### THIRD AMENDMENT

#### To the Declaration of Condominium of Corona Del Mar Condominium

This Third Amendment ("Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 12<sup>th</sup> day of January, 2005 by the Corona Del Mar Condominium Association Inc., whose address is 33 Comares Avenue, St Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

### RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium was last amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** pursuant to Article IX, Section C. (1) of the Declaration, the Unit Owners and lien holders of record for the below referenced Units have joined in this Amendment; and

**WHEREAS** pursuant to Article IV, Section C. (2) and (4) as amended, and Article V, Section B. of the Declaration, the Association Unit Owners desire to amend the below referenced Limited Common Elements appurtenant to the described Units; and

**WHEREAS** the Developer and the Association also, pursuant to the terms of Agreement dated January 12, 2005 and attached herewith as **Exhibit A**, and pursuant to Article XIII, Section F. of the Declaration, desire to convey the Developer Boat Slip and Parking Space, together with all use rights and easements for ingress and egress, to the Association; and

**WHEREAS** pursuant to Article IX, Section C. of the Declaration, the Association Unit Owners owning not less than two-thirds (2/3) of the voting interests in the Association consent to amend the Declaration in accordance with this Amendment without a formal meeting of the members by instrument executed herewith.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

1. The Developer Boat Slip #15, together with all use rights and easements for ingress and egress, is hereby re-designated as Boat Slip #6 and simultaneously conveyed in its entirety to the Association and hereinafter referred to as the "Association Boat Slip" (see attached **Exhibit B** for graphic depiction).

2. The Developer Parking Space #13 (see attached **Exhibit C** for graphic depiction), is hereby bifurcated such that;

- a. The Northerly one-half (1/2), together with all use rights and easements for ingress and egress assigned to the Developer Parking Space, is conveyed in its entirety to the Association and hereinafter referred to as the "Association Parking Space"; and
- b. The space remaining in the Southerly one-half (1/2) shall be reallocated to Parking Spaces #14 and #15 and the spaces re-stripped such that each space is of equal width.

3. The Limited Common Element Boat Slips listed below shall be appurtenant to the below referenced Units (see attached Exhibit B for graphic depiction):

<u>Boat Slip</u>		<u>Unit Number</u>
7	appurtenant to	105
14	appurtenant to	303
15	appurtenant to	203

**NOTWITHSTANDING** anything to the contrary herein contained:

1. All rights to possession, use, ingress and egress benefiting the Developer as to the Developer Boat Slip, Parking Space or to any other portion of the Condominium Property are hereby terminated.

2. All rights to possession, use, ingress, egress and future conveyance provided in the Declaration relative to the Developer Boat Slip and Parking Space are hereby transferred and conveyed to the Association and the Association may hereinafter modify, further restrict, or elect to remove restrictions, as deemed necessary and appropriate by the Association, and the Association may elect to sell, transfer or otherwise convey the Association Boat Slip, and/or Association Parking Space, in whole or in part in accordance with the provisions of Article XIII, Section F. (2) as provided in the Declaration.

**In all other respects the Declaration remains unmodified and in full force and effect.**

**IN WITNESS WHEREOF**, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

**CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION,**

Beth Burt  
Witness

Neil C. King  
Printed Name: NEIL C. KING  
Title: PRESIDENT

Beth Burt  
Witness - Print Name

Kimberly M. King  
Witness

Kimberly M. King  
Witness - Print Name

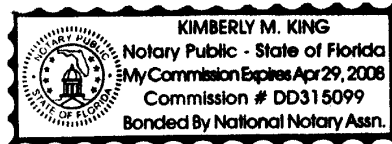
STATE OF FLORIDA, COUNTY OF ST. JOHNS The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2005 by NEIL C. KING, as President of Corona Del Mar Condominium Association, Inc., who is [ ] personally known to me or who has [x] produced a valid Florida Driver's License as identification.

Kimberly M. King  
Signature

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 102

[Signature]

John R. Barrett  
Unit Owner

Witness

TIMOTHY MCKINNEY  
Witness - Print Name

JOHN R. BARRETT  
Unit Owner - Print Name

[Signature]  
Witness

NEIL C. KING  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF Duval The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2004 by John BARRETT, Unit Owner, Unit Number: 102 who is [ ] personally known to me or who has [ ] produced as identification.

[Signature]  
Signature

Commission expiration date

JONI MARIE LAWLER  
Notary Public - State of Florida  
Commission # DD342859  
My Commission Expires September 20, 2008

Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 103

Ora Vorpe  
Witness

[Signature]  
Unit Owner

ORA VORPE  
Witness - Print Name

HENRY VORPE JR.  
Unit Owner - Print Name

Jesse Caswell  
Witness

JESSE CASWELL  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF St. John. The foregoing instrument was acknowledged before me this 30 day of Nov, 2004 by Henry Vorpe Jr, Unit Owner, Unit Number: 103 who is  personally known to me or who has  produced as identification.

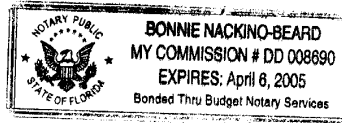
Bonnie Nackino-Beard  
Signature

4/06/2005

Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:  
Jesse Caswell  
Witness  
Jesse Caswell  
Witness - Print Name  
Bill Jenkins  
Witness  
Bill Jenkins  
Witness - Print Name

Unit Number: 104  
Susan J. Garner  
Unit Owner  
SUSAN J. GARNER  
Unit Owner - Print Name

STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 12 day of November, 2004 by Susan J. Garner, Unit Owner, Unit Number: 104 who is  personally known to me or who has  produced Florida Drivers license as identification.

Bonnie Mackino-Beard  
Signature

Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 201

[Signature]

[Signature]

Witness

Unit Owner

Timothy McKinney  
Witness - Print Name

Neil G. King  
Unit Owner - Print Name

[Signature]  
Witness

[Signature]  
Unit Owner

Jenny Edwards  
Witness - Print Name

Peggy King  
Unit Owner - Print Name

STATE OF FLORIDA, COUNTY OF Duval The foregoing instrument was acknowledged before me this 22 day of December, 2004 by Neil King & Peggy King, Unit Owner, Unit Number: \_\_\_\_\_ who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

[Signature]  
Signature

**JONI MARIE LAWLER**  
Notary Public - State of Florida  
Commission # DD342859  
My Commission Expires September 20, 2008

Commission expiration date \_\_\_\_\_

Serial number \_\_\_\_\_

AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 202

Witness

Unit Owner

Witness - Print Name

Unit Owner - Print Name

Witness

Witness - Print Name

Stephen Racioppi

Rebecca Racioppi

Rebecca Racioppi

STATE OF FLORIDA, COUNTY OF ST. JOHNS The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2004 by Stephen C. Racioppi, Unit Owner, Unit Number: 202 who is  personally known to me or who has  produced Drivers License as identification.

Signature

Commission expiration date

Serial number

AFFIX SEAL:

**J. RUSSELL COLLINS**  
NOTARY PUBLIC, State of Florida  
My Comm. Expires April 5, 2008  
Comm. No. DD294649



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:  
[Signature]  
Witness Brett Wacker

Unit Number: #203  
[Signature] DEBORAH J WALTERS  
Unit Owner  
MICHAEL S. WALTERS DEBORAH J WALTERS

interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:


Signed, Sealed and Delivered in the presence of:  
[Signature]  
Witness  
Brett Wacker  
Witness - Print Name

Unit Number: #203  
[Signature] DEBORAH J. Walters  
Unit Owner  
MICHAEL S. WALTERS DEBORAH J. WALTERS  
Unit Owner - Print Name

Witness  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF DUVAL The foregoing instrument was acknowledged before me this 20 day of December 2004 by MICHAEL S. WALTERS, Unit Owner, Unit Number: 203 who is  personally known to me or who has  produced as identification.

[Signature]  
Signature  
July 11, 2004  
Commission expiration date  
DD 202 077  
Serial number

 Sally A. Weeks  
My Commission DD202077  
Expires July 11, 2007

AFFIX SEAL:

[Handwritten mark]

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signer, Sealed and Delivered in the presence of:

Unit Number: 204

Pamela A. Schneberger  
Witness

Kathleen D. Schmitt  
Unit Owner

Pamela A. Schneberger  
Witness - Print Name

KATHLEEN D. SCHMITT  
Unit Owner - Print Name

Hollie Brinck  
Witness

Hollie Brinck  
Witness - Print Name

OHIO  
STATE OF FLORIDA, COUNTY OF WARREN The foregoing instrument was  
acknowledged before me this 24<sup>th</sup> day of November, 2004 by  
KATHLEEN D. SCHMITT, Unit Owner, Unit Number: 204 who  
is  personally known to me or who has  produced  
OHIO DR LIC. # SU423472 Exp 07 as identification.

Pamela A. Schneberger  
Signature  
PAMELA A. SCHNEBERGER, A Notary Public  
In and for the state of Ohio  
Commission expiration date December 27, 2006

Serial number \_\_\_\_\_

AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 205

Sophie K. Pepe  
Witness Sophie K. Pepe

Unit Owner

Mark Glazer  
Witness - Print Name

LEADSHIP ENT INC  
Unit Owner - Print Name

Shi Glazer  
Witness

CHURCH ENT INC.

Sheila Glazer  
Witness - Print Name

CONN.  
STATE OF ~~FLORIDA~~, COUNTY OF FAIRFIELD The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2004 by Frank W. Pope, Unit Owner, Unit Number: 205 who is  personally known to me or who has  produced as identification.

Mark Glazer  
Signature

10-31-06  
Commission expiration date

78441  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 302

[Signature]  
Witness

Jennifer S. Newell  
Unit Owner

Kenneth J. Newell  
Witness - Print Name

Jennifer S. Newell  
Unit Owner - Print Name

[Signature]  
Witness

Doug Burnett  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 16 day of October, 2004 by Jennifer S. Newell, Unit Owner/ Unit Number: 302 who is  personally known to me or who has  produced as identification.

Bonnie Nackino-Beard  
Signature

04/06/2005  
Commission expiration date

DD 008690  
Serial number

AFFIX SEAL:



NOV-24-2004 12:12 FROM:

17724601974

TO:17813948314

P.4

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 303

Janna Guerrant  
Witness

Dolores F Cyr  
Unit Owner

Janna Guerrant  
Witness - Print Name

DOLORES F CYR  
Unit Owner - Print Name

Phyllis Burkart  
Witness

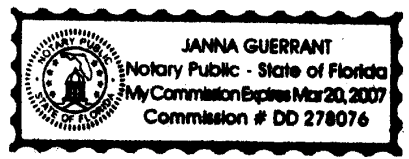
Phyllis Burkart  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF Lake/Sumter The foregoing instrument was acknowledged before me this 24th day of Nov, 2004 by Dolores F Cyr Unit Owner, Unit Number: 303 who is  personally known to me or who has  produced as identification.

Janna Guerrant  
Signature

03/20/2007  
Commission expiration date

DD 278076  
Serial number



AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 305  
Frank W. Pepe Jr.  
Unit Owner  
FRANK W. PEPE JR  
Unit Owner - Print Name

Sophie K. Pepe  
Witness SOPHIE R. PEPE

Mark Glazer  
Witness - Print Name

Si. Olsen  
Witness

Sheila Glazer  
Witness - Print Name

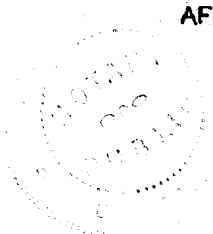
CONN.  
STATE OF ~~FLORIDA~~, COUNTY OF FAIRFIELD The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2004 by Frank W. Pepe, Unit Owner, Unit Number: 305 who is  personally known to me or who has  produced as identification.

Mark Glazer  
Signature

10-31-06  
Commission expiration date

78441  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 304

[Signature]  
Witness

[Signature]  
Unit Owner

Jesse Crall  
Witness - Print Name

Doug Bennette  
Unit Owner - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness - Print Name

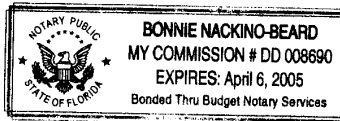
STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 30 day of November, 2004 by Doug Bennette, Unit Owner, Unit Number: 304 who is  personally known to me or who has  produced as identification.

[Signature]  
Signature

4/06/05  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 301

Witness

Linda Smith  
Unit Owner

Don Buffle  
Witness - Print Name

LINDA Smith  
Unit Owner - Print Name

Witness

Witness - Print Name

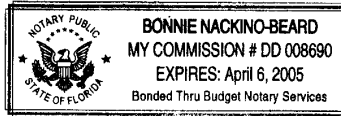
STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 30 day of November, 2004 by Linda Smith, Unit Owner, Unit Number: 301 who is  personally known to me or who has  produced as identification.

Bonnie Nacking-Beard  
Signature

04/06/2005  
Commission expiration date

Serial number

AFFIX SEAL:





IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 105

[Signature]  
Witness

Richard A. Thorne  
Unit Owner

Peggy Buvette  
Witness - Print Name

Richard A. Thorne  
Unit Owner - Print Name

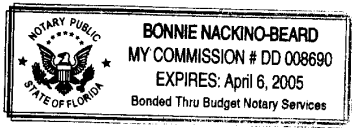
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 30 day of November, 2004 by Richard A. Thorne, Unit Owner, Unit Number: 105 who is  personally known to me or who has  produced as identification.

Bonnie Nackino-Beard  
Signature

04/06/2005  
Commission expiration date



\_\_\_\_\_  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 101

Don Burnett  
Witness

Blue water Charters LLS  
Unit Owner

Don Burnett  
Witness - Print Name

Howard Allgood  
Unit Owner - Print Name

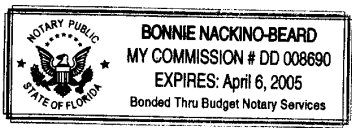
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness - Print Name

STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 30 day of November, 2004 by Howard Allgood, Unit Owner, Unit Number: 101 who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

Bonnie Nackino-Beard  
Signature

05/06/2005  
Commission expiration date



\_\_\_\_\_  
Serial number

AFFIX SEAL:

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

This "General Release and Settlement Agreement" (hereinafter referred to as "Agreement") is entered into by and between CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida Nonprofit Corporation, on behalf of itself and on behalf of its agents, representatives, assignees, attorneys, heirs, executors, administrators, and any other person or entity claiming by or through it (hereinafter collectively referred to as "Plaintiff"), and SALT RUN DEVELOPMENT CORPORATION, a Florida For Profit Corporation and DOUG W. RANDALL, individually, on behalf of themselves, and on behalf of their agents, representatives, assignees, attorneys, heirs, executors, administrators, and any other person or entity claiming by or through them (hereinafter collectively referred to as "Defendants"). Plaintiff and Defendants will be referred to collectively in this Agreement as the "Parties" or, sometimes, individually as a "Party."

### I. RECITALS

A. Plaintiff commenced an action against Defendants in the Circuit Court of the 7<sup>th</sup> Judicial Circuit in and for St. Johns County, Florida styled *Corona Del Mar Condominium Association, Inc. v. Salt Run Development Corporation and Doug W. Randall*, Case Number: CA04-426, asserting several causes of action for breach of contract, breach of implied warranty, breach of statutory warranty, and negligent construction. The Defendants thereafter asserted a third party complaint against an entity, which is not a party to this Agreement; namely, Compass Group, Inc., a Florida Corporation alleging breach of contract and seeking indemnification for any judgment against Defendants (Compass Group, Inc. hereinafter referred to as "Compass"). Compass is not a party to this Agreement, and the term "parties" or "party" as used herein shall not be interpreted in any way to include or reference Compass.

B. The parties to this Agreement hereby represent and warrant that they have no claims pending against one another in any other court or tribunal and that no party has sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

C. The Parties are entering into this Agreement to fully and finally settle and discharge all claims by the parties hereto, including, but not limited to all claims for compensatory damages, statutory damages, punitive damages, attorneys' fees, and costs on the terms set forth herein.

D. Nothing in the Agreement shall be construed as an admission of liability by any party to this Agreement with respect to any of the claims that have been brought. Additionally, the Agreement is entered into solely for the purpose of resolving the disputes and claims involved as between the parties and without regard to the merits of those disputes and claims.

E. The Parties to this Agreement acknowledge and agree that, as the Plaintiff is a condominium association with numerous members and owners, that nothing in this Agreement shall be deemed to be a waiver or release in any manner whatsoever with regard to any unrelated

EXHIBIT "A"

DM  
NKL

and separated claims as between any individual member of the Plaintiff and the Defendants on matters wholly unrelated to the case at issue.

II. GENERAL PROVISIONS

The Parties hereby agree as follows:

A. Recitals

The Recitals set forth above are true and correct.

B. Consideration for Settlement:

1. Within ten (10) days of the date of final approval of this Agreement by all parties, Defendants will transfer, release and relinquish any interest they have or claim to the "Developer Boat Slip" as referred to in the Declaration of Condominium of Corona Del Mar Condominium recorded in the public records of St. Johns County, Florida in book 1530, Page 815 on September 26, 2000, such documents hereinafter referred to as the "Condominium Declarations" to the Plaintiff. Defendant hereby warrants and represents that the Developer Boat Slip is boat slip fifteen (15) as indicated on the attached Exhibit "A" which is incorporated herein and made a part hereof, and i) the Defendant has not otherwise assigned, conveyed, encumbered, restricted, or made promises to any other party pertaining to the Developer Boat Slip, and ii) that the Defendant has the full power and authority to convey the Developer Boat Slip to the Plaintiff free and clear of any encumbrances, liens or claims by any other party, except the lien by the Plaintiff referenced below. Defendants shall be solely responsible for all costs whatsoever, and for the payment thereof, necessary to prepare the paperwork for the conveyance of the Developer Boat Slip, including but not necessarily limited to quit claim deeds, corrective deeds, assignment documents, or any other documents reasonably required by the Plaintiff to assure clear and free title to the Developer Boat Slip and shall be solely responsible for all costs whatsoever, and for the payment thereof, with regard to effectuating the conveyance of the aforementioned boat slip to the Plaintiff, including recording costs. At the same time as the conveyance, the Plaintiff shall release any and all liens that Plaintiff already has in existence against the Developer Boat Slip.

2. Within ten (10) days of the date of final approval of this Agreement by all parties, Defendants will transfer, release and relinquish any interest they have or claim to have in the entirety of the parking space (the "Developer Parking Space") referred to in the Condominium Declarations as being assignable and appurtenant to the Developer Boat Slip to the Plaintiff. Defendant hereby warrants and represents that the Developer Parking Space is space thirteen (13) as indicated on the attached Exhibit "B" which is incorporated herein and made a part hereof, and i) the Defendant has not otherwise assigned, conveyed, encumbered, restricted, or made promises to any other party pertaining to the Developer Parking Space, and ii) that the Defendant has the full power and authority to convey the Developer Parking Space to the Plaintiff free and clear of any encumbrances, liens or claims by any other party. Defendants shall be solely

*DAM  
N/C*

responsible for all costs whatsoever, and for the payment thereof, necessary to prepare the paperwork for the conveyance of the Developer Parking Space and shall be solely responsible for all costs whatsoever, and for the payment thereof, with regard to effectuating the conveyance of the Developer Parking Space to the Plaintiff.

3. Coincident with the transfer of the Developer Boat Slip and Developer Parking Space as provided herein this Article II, paragraphs B-1 and B-2, Defendants hereby forever release and relinquish any and all rights and privileges to the perpetual, alienable, releasable, and non-exclusive easement, privilege, and right of ingress and egress over and across all paved roadways and drives of the Condominium Property as provided in the Condominium Declarations (the "Developer Easement"). Defendants shall be solely responsible for all costs whatsoever, and for the payment thereof, necessary to prepare the paperwork for the release of the Developer Easement and shall be solely responsible for all costs whatsoever, and for the payment thereof, with regard to effectuating the release of the Developer Easement.

4. Within ten (10) days of the date of this Agreement, Defendants shall fully assign any and all rights whatsoever, with certain exceptions, that Defendants may have to pursue any action whatsoever against Compass and any subcontractors of Compass with regard to the Corona Del Mar Condominium project. To this end, the Defendants shall execute any and all documentation prepared by the Plaintiff's counsel to assign such rights to the Plaintiff. Defendants shall not take any action that would dismiss the pending action with prejudice against Compass and any subcontractors of Compass by Defendants. Defendants shall fully cooperate with Plaintiff by providing those documents that are reasonably necessary to the prosecution of any claim, cause of action or legal matter of any files, records, computer files, cancelled checks, financial records, contracts, assignments, invoices or other documentation of any kind relating in any way to the Corona Del Mar Condominium project. Such reasonably necessary documents are required for Plaintiff's use during the pursuit of any action against Compass and any subcontractors of Compass, as assignee of Defendant. However, the Defendants shall retain and any assignment document will expressly include a retention, by Defendants, of the right to pursue action against Compass and any and all other subcontractors thereof, in the limited event that Defendants are sued by an individual owner or member of the Plaintiff based upon allegations relating to a specific unit within the Corona Del Mar Condominium Association. In the event of a lawsuit by an individual unit owner against the Defendants, the Defendants shall have the absolute right and shall not be considered to have assigned to the Plaintiff those rights necessary for the Defendants to seek indemnification from Compass and any subcontractors thereof as it specifically relates to the damages claimed in that particular lawsuit or action. The Defendants shall also retain and any assignment document will expressly include a retention, by Defendants, of the right to pursue action against Compass and any and all other subcontractors thereof, for the limited purpose of seeking indemnification for any actual out-of-pocket expenses incurred by Defendants due to any alleged breach of contract or other causes or claims against Compass and/or subcontractors of Compass, including only out-of-pocket expenses incurred to the date of this Agreement and the value of any items covered by Defendants to Plaintiff. Any action to pursue any out-of-pocket claims for

*DAM*  
*NIC*

indemnification against Compass and/or any subcontractors of Compass shall be brought or maintained in a separation action from the pending action into which Plaintiff will participate and/or substitute as a party; namely, Case Number: \_\_\_\_\_, Seventh Judicial Circuit, St. Johns County, Florida.

5. This relinquishing and delivering of property pursuant to this Agreement will, in some instances, require the parties to execute documents for the transfer of property and/or deliver property to one another. The parties agree to cooperate and use their best efforts to take all actions and execute all documents that will be necessary to expeditiously implement and carry out the transfer of such property. However, nothing in this paragraph shall be construed as enlarging or otherwise altering any fixed or definite time set forth herein for the performance of an act or transfer of property.

C. Release and Discharge by Plaintiff

Except as to the obligations set forth in this Agreement and the exceptions specifically described herein, in consideration of the transfer of property and other consideration described herein, Plaintiff hereby remises, releases, acquits, satisfies, and forever discharges Defendants of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Plaintiff ever had, now has, or which any personal representative, successor, heir or assign of Plaintiff, or any party represented by or claiming through Plaintiff, hereafter can, shall or may have, against Defendants for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including but not limited to those claims and allegations raised, or that could have been raised in the above referenced case. This Agreement, executed by Plaintiff, shall be a fully binding and complete settlement between Plaintiff and Defendants and all parties represented by or claiming through them.

D. Release and Discharge by Defendants

Except as to the obligations set forth in this Agreement and the exceptions specifically described herein, in consideration of the transfer of property and other consideration described herein, Defendants hereby remise, release, acquit, satisfy, and forever discharge Plaintiff of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Defendants ever had, now have, or which any personal representative, successor, heir or assign of Defendants, or any party represented by or claiming through Defendants, hereafter can, shall or may have, against Plaintiff for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including but not limited to those claims and allegations raised, or that could have been raised in the above referenced case. This Agreement, executed by

*DM*  
*NIC*

Defendants, shall be a fully binding and complete settlement between Defendants and Plaintiff and all parties represented by or claiming through them.

E. Dismissal of the Litigation

No later than ten business days after the date on which the Agreement becomes effective, as provided herein, the Parties shall file this Agreement with the Court and request that a Final Judgment be entered by the Court incorporating all of the provisions of this Agreement. The Court presiding over the above referenced case shall also retain jurisdiction over this matter to enforce all of the provisions of this Agreement.

III. ATTORNEYS' FEES AND COSTS

Each Party hereto shall bear its own attorneys' fees and costs incurred in connection with the Litigation and the Agreement, including the implementation of the Agreement.

IV. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Defendants and Plaintiff represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement; that Defendants and Plaintiff have the legal capacity and authority to execute the terms and conditions of the Agreement; and that the person(s) executing this Agreement on behalf of each party has the authority and mental capacity to bind that party to the terms of this Agreement.

V. ENTIRE AGREEMENT

The parties agree that this Agreement contains the entire agreement between them with regard to the matters set forth herein, and shall be binding upon and inure to their benefit. There are no other understandings or agreements, verbal or otherwise, between the parties, except as expressly set forth in this Agreement. There have been no representations not set forth herein that any party has relied upon in entering into this Agreement.

VI. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Agreement, each party represents that it has relied upon the legal advice of its attorney, who is the attorney of its own choice, and that the terms of this Agreement have been completely read by each party and explained by its/their/his/her attorney, and that those terms are fully understood and voluntarily accepted.

VII. CONSTRUCTION BY STATE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that should any provision of this Agreement require interpretation or construction that all parties have participated in the drafting of this document and no presumption regarding construing the document against one party shall apply.

VIII. EFFECTIVENESS

This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement. This Agreement may be executed in counterparts.

IX. ENFORCEMENT

The parties hereto agree that the Court presiding over the above referenced case shall take whatever action may be necessary to incorporate the entirety of this Agreement into a final order. The parties agree that the Court presiding over the above referenced case shall take whatever action may be necessary to interpret and enforce each and every provision of this Agreement. The parties agree that should any party to this Agreement be required to incur any attorney's fees and/or other costs of any kind in pursuing any action to interpret and/or enforce any provision of this Agreement, that the prevailing party in such action shall be entitled to an award of attorney's fees and costs in addition to any other relief sought or provided.

Executed at St. Johns County, Florida 12<sup>th</sup> day of January 2005.

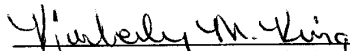
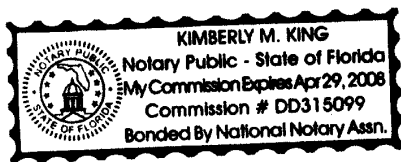


\_\_\_\_\_  
Douglas W. Randall

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS, SS:

The foregoing instrument was acknowledged before me this 12th day of January 2005, by Douglas W. Randall, who is personally known to me/has produced Valid D.C. as identification.



\_\_\_\_\_  
Notary Public—State of Florida

Printed Name:

My Commission Expires:

SALT RUN DEVELOPMENT CORPORATION,  
A Florida Corporation,



By:

Printed Name:

Title:

Douglas W. Randall  
Douglas Randall

[SEAL]

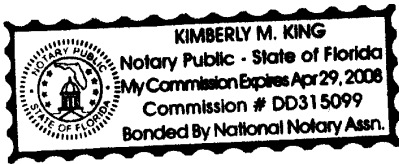
NW



ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS, SS:

The foregoing instrument was acknowledged before me this 12th day of January 2005, by Douglas W. Randall, as D.P. of SALT RUN DEVELOPMENT COROPRATION, who is personally known to me/has produced Valid D.L. as identification.



Kimberly M. King  
Notary Public—State of Florida  
Printed Name:  
My Commission Expires:

CORONA DEL MAR CONDOMINIUM  
ASSOCIATION, INC., A Florida Corporation,

[SEAL]

By: Neil C. King  
Printed Name: Neil C. King  
Title: President

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS, SS:

The foregoing instrument was acknowledged before me this 12th day of January 2005, by Neil C. King, as President of CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC., who is personally known to me/has produced Valid D.L. as identification.



Kimberly M. King  
Notary Public—State of Florida  
Printed Name:  
My Commission Expires:

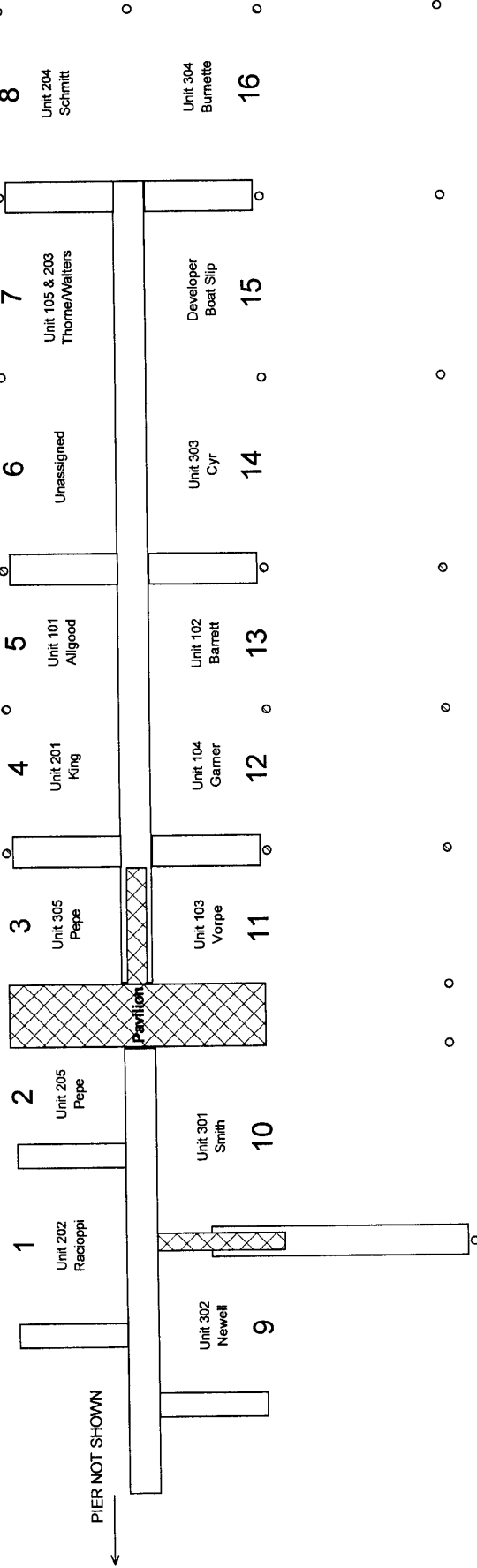
*AM*

**EXHIBIT -A**

CORONA DEL MAR CONDOMINIUMS  
BOAT SLIP ASSIGNMENTS  
Last Revision: January 10, 2005  
Scale: 1" = 20'



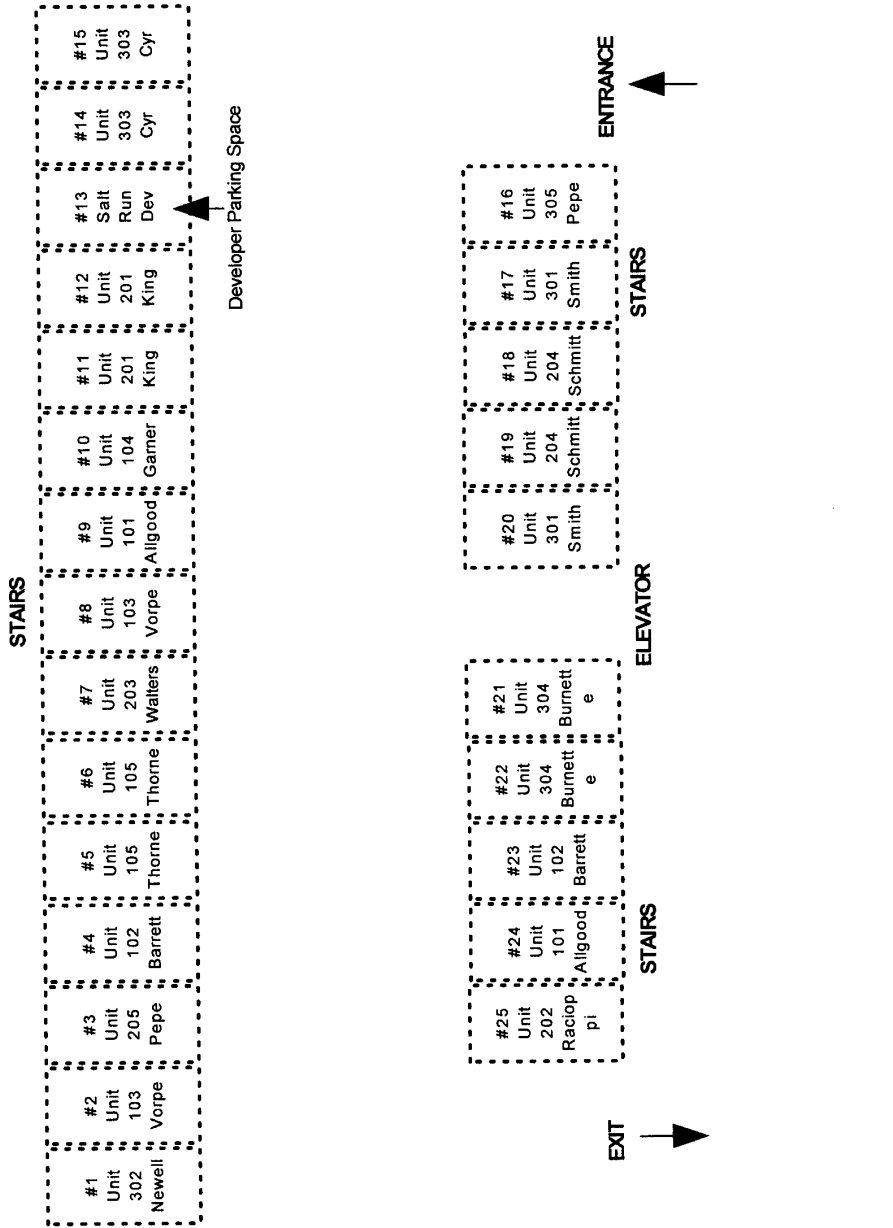
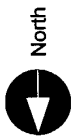
Denotes piling (typical)



*Handwritten signature: RACIOPPI*

EXHIBIT B

CORONA DEL MAR CONDOMINIUMS  
PARKING SPACE ASSIGNMENTS  
Last Revision: January 10, 2005  
Scale: 1" = 20'



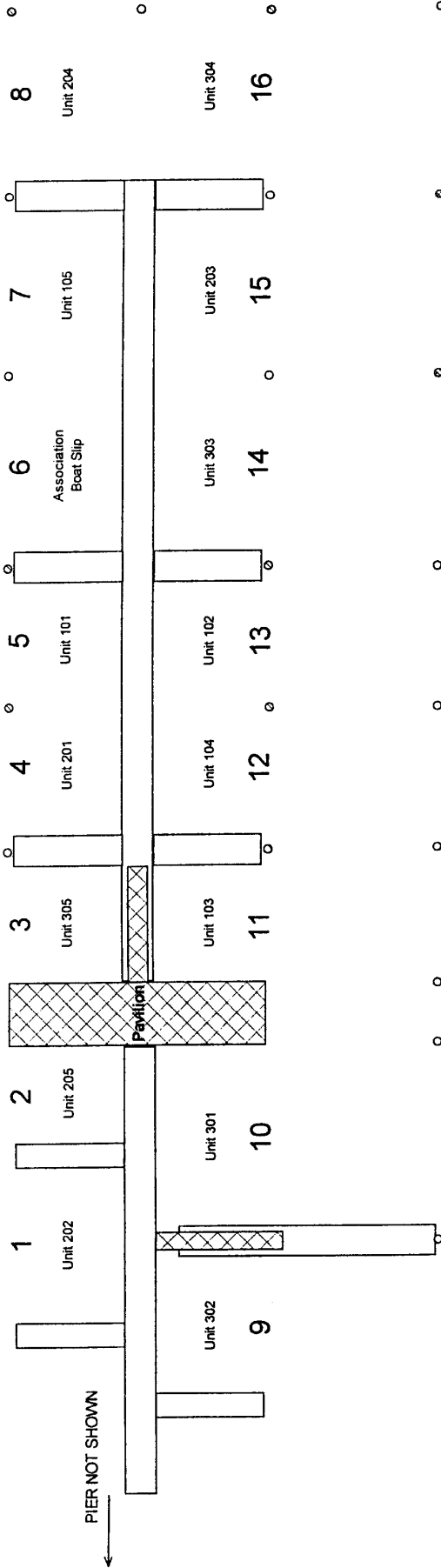
*Handwritten signature: AKIC*

**EXHIBIT B**

CORONA DEL MAR CONDOMINIUMS  
 BOAT SLIP ASSIGNMENTS  
 Last Revision: September 14, 2004  
 Not to Scale



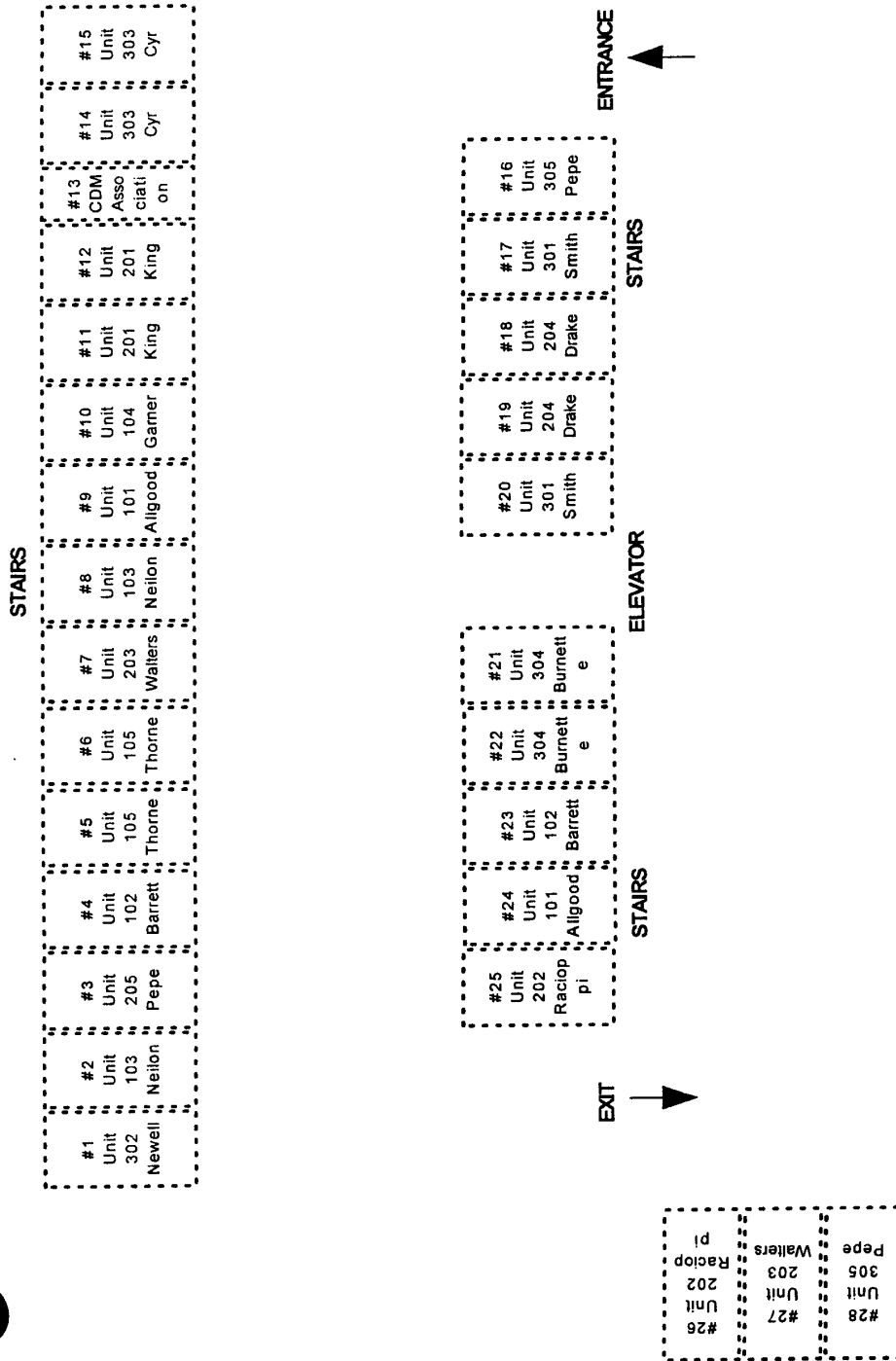
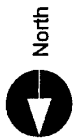
Denotes piling (typical)



PIER NOT SHOWN

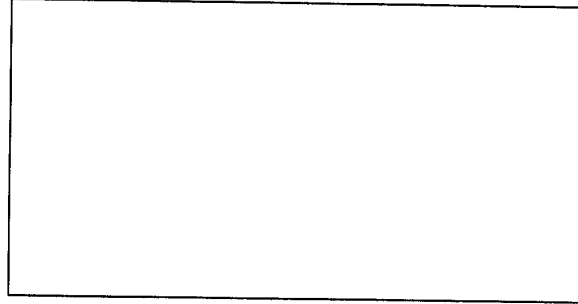
**EXHIBIT C**

CORONA DEL MAR CONDOMINIUMS  
 PARKING SPACE ASSIGNMENTS  
 Last Revision: September 14, 2004  
 Not to Scale



Prepared by, record and return to:

Corona Del Mar Condominium  
Association, Inc.  
Attn: Neil King, President  
33 Comares Avenue  
Unit 201  
St. Augustine, FL 32080



## FOURTH AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Fourth Amendment ("Fourth Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 17<sup>th</sup> day of May, 2005 by the Corona Del Mar Condominium Association Inc., whose address is 33 Comares Avenue, St Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

## RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration was again amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** the Declaration was last amended on January 12, 2005 and recorded in the Official Records Book 2360 at Page 1825 of the current public records of St. Johns County, Florida (the "Third Amendment"); and

**WHEREAS** pursuant to Article IX. Paragraph B of the Declaration, the Board of Directors, by Resolution adopted on March 17, 2005, recommended to the members of the Association certain changes to the Declaration; and

**WHEREAS** pursuant to Article IX. Paragraph C of the Declaration, Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests of the Association at the Annual Meeting held on April 30, 2005 approved certain changes to the Declaration.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

**X. MAINTENANCE, REPAIRS AND REPLACEMENTS Paragraph B**, as amended by the Second Amendment is modified to ADD the following subparagraph:

(4) Any damage to Common Elements or Limited Common Elements, or any portion thereof, caused by any Unit Owner (or its servants, guests or lessees) at any time, and from any cause, shall be the responsibility of said Unit Owner. All necessary repairs and replacements shall be performed by the Association, or if approved in advance by the Board, the Unit Owner. The cost of making the necessary repairs and replacements shall be paid by the Association and for all purposes be considered an assessment to the applicable Unit Owner and subject to all the rights and remedies available to the Association for collection, or in the event the Board permits the Unit Owner to make the necessary repairs and replacements, by the Unit Owner.

**XIII. USE RESTRICTIONS** is hereby deleted in its entirety and replaced with the following:

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

**A. Units and Use.** To preserve the residential character of the Condominium Property each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a single-family residence and for no other purposes whatsoever; all occupants shall use the Unit, the Common Elements and Limited Common Elements only in compliance with the terms hereof and with all other rules, regulations and requirements duly established by the Association as may be amended from time to time.

**B. Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services, facilities and amenities for the Condominium Property. No other use of the Common Elements shall be permitted by any party other than a Unit Owner, its servants, guests or lessees.

**C. Limited Common Elements.** Limited Common Elements are appurtenant to the Unit to which they are assigned and use is reserved exclusively for the respective Unit Owner, its servants, guests or lessees and only for the purposes for which they are intended in the furnishing of services, facilities and amenities to the Unit. Limited Common Element Boat Slips and Parking Spaces may not be rented, leased or sold apart from the Unit unless rented, leased or sold to another Unit Owner. Any sale of a Limited Common Element Boat Slip and/or Parking Space shall not be effective unless by amendment to the Declaration. No charter operations may be conducted or operated from any Limited Common Element Boat Slip, at any time. "Charter Operations" are hereinafter defined as any activity that involves the embarking or disembarking of customers or guests upon the Condominium Property to or from a vessel hired for any purpose.

**D. Nuisances.** No nuisances shall be allowed upon the Condominium Property, or any part thereof, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuses or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements, or Limited Common Elements, which would bring cause to an increase in the rate of insurance, or cancellation of the insurance, upon the Condominium Property or which is in violation of any applicable governmental ordinances, zoning, rules or regulations having jurisdiction over the Condominium Property.

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

**F. Regulations.** The Board of Directors shall be empowered to establish and amend from time to time reasonable Rules and Regulations concerning the use of the Condominium Property. Such Rules and Regulations shall be intended to more specifically govern, clarify and enforce the provisions and intent of the Declaration but not modify, change or delete any provision of the Declaration or any amendment thereof. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit owners, residents, tenants and lessees, and posted conspicuously upon the Condominium Property upon adoption.

**XIII. USE RESTRICTIONS Paragraph F, Rights of the Developer *is hereby deleted in its entirety.***

**Exhibit B to Declaration of Condominiums, Graphic Description of the Improvements, DEPICTION OF DOCK *be amended as follows:***

The boat slip use rights ~~have been reserved to the Developer until transferred to Unit Owners on a sale-by-sale basis, with boat slips to be designated and transferred at time of closing. These designations and transfers may have occurred occur~~ by deed or separate instrument by Developer to each new owner and, thereafter, shall be owned and transferable by each Unit Owner as, and only as, an appurtenance to its land. However, not withstanding anything to the contrary herein, or elsewhere in this Declaration, the use rights to boat slips dock areas are licenses, are not severable or alienable from the associated Unit to which assigned and are and shall remain subject to any Reasonable Rules and Regulations imposed by the Association on the Limited Common Elements, ~~and may be suspended or revoked if used by the Unit Owner (or its guests or tenants) in a manner not in compliance with said Rules and Regulations.~~



Further as more fully set forth in the Declaration, the Developer has excluded one boat slip ("Developer Boat Slip") from the Condominium Property. For a full description of the Developer's rights with respect to the Developer's Boat Slip and its appurtenant easement for ingress, egress and parking, see section XIII(F)(2) of the Declaration.

In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association by action taken at the Annual Meeting of the Association held on April 30, 2005 as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness

F. Eric Hairton  
Witness - Print Name

[Signature]  
Witness

Tim McKinney  
Witness - Print Name

**CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC.** A Florida non-profit corporation

By: [Signature]

Print Name: NEIL L. KING

Title: PRESIDENT

STATE OF FLORIDA, COUNTY OF DUVAL The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of MAY, 2005 by NEIL KING, Unit Owner, Unit Number: \_\_\_\_\_ who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

[Signature]  
Signature

\_\_\_\_\_  
Commission expiration date

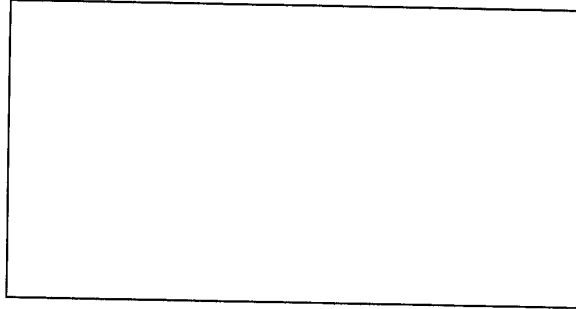
\_\_\_\_\_  
Serial number

AFFIX SEAL:

JONI MARIE LAWLER  
Notary Public - State of Florida  
Commission # DD342859  
My Commission Expires September 20, 2008

Prepared by, record and return to:

Corona Del Mar Condominium  
Association, Inc.  
Attn: Neil King, President  
33 Comares Avenue  
Unit 201  
St. Augustine, FL 32080



## FIFTH AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Fifth Amendment ("Fifth Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 30th day of June, 2005 by the Corona Del Mar Condominium Association Inc., whose address is 33 Comares Avenue, St Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

## RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration was again amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** the Declaration was again amended on January 12, 2005 and recorded in the Official Records Book 2360 at Page 1825 of the current public records of St. Johns County, Florida (the "Third Amendment") which conveyed all interests in and to the Developer Boat Slip, Parking Space and certain rights to ingress and egress to the Association; and

**WHEREAS** the Declaration was last amended on May 17, 2005 and recorded in the Official Records Book 2439 at Page 1849-1852 of the current public records of St. Johns County, Florida (the "Fourth Amendment"); and

**WHEREAS** the Association desires to divest itself of its interests in the Association Boat Slip and convey such interests to, and only to, a Unit owner; and

**WHEREAS** pursuant to Article IX. Paragraph B of the Declaration, the Board of Directors, by Resolution adopted on March 17, 2005, recommended to the members of the Association the form and manner by which to dispose of the Association Boat Slip

and requested authority to act on behalf of the Association and, subject to the terms and conditions of the Resolution, convey the Association Boat Slip by amending the Declaration without further vote or action by the members or voting interests; and

**WHEREAS** in accordance with the provisions of Article IX. B of the Declaration the terms, conditions and authority to act on behalf of Association was granted by affirmation of Unit owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests of the Association at the Annual Meeting held on April 30, 2005 ; and

**WHEREAS** pursuant to terms and conditions mutually agreed upon between the Association and the Unit owner of Unit 201, the Association desires to convey the Association Boat Slip as an additional Limited Common Element Boat Slip appurtenant to Unit 201; and

**WHEREAS** such conveyance is granted subject to all the terms, conditions, restrictions and provisions of the Declaration (and any amendments thereof) pertaining to Limited Common Element Boat Slips, to the reasonable Rules and Regulations of the Association (as may be established from time to time) and as may be further provided herein this Fifth Amendment.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

1. The Association Boat Slip (Boat Slip #6), as established in the Third Amendment to the Declaration, is hereby conveyed as an additional Limited Common Element Boat Slip (the "Additional Boat Slip") appurtenant to Unit 201.

2. Simultaneously herewith Boat Slip #4 originally assigned as the Limited Common Element Boat Slip appurtenant to Unit 201 shall be re-designated as the Additional Boat Slip appurtenant to Unit 201 and hereinafter Boat Slip #6 shall for all purposes become the primary Limited Common Element Boat Slip appurtenant to Unit 201 (see attached **Exhibit "A"** for graphic depiction).

3. The Additional Boat Slip shall at all times be subject to a reasonable exclusive use fee (the "Additional Boat Slip Fee") attributable to, but not necessarily limited to, the cost of utilities and maintenance provided to the Dock and Limited common Element Boat Slips. The Additional Boat Slip Fee shall be payable monthly in advance to the Association. The Additional Boat Slip Fee shall be \$100.00 per month and may only be increased if and when the Regular Assessment applicable to all the Units of the Condominium, as provided in Article XV of the Declaration, is increased. Any increase in the Additional Boat Slip Fee shall be calculated using the same percentage increase applicable to the Regular Assessment.

4. Ownership of the Additional Boat Slip shall not increase that owner's voting interests in matters of the Association, as provided in Article VIII of the Declaration, nor increase that owner's share of any Special Assessment(s) as provided in Article XV of the Declaration which may be levied by the Association now or in the future.

**In all other respects the Declaration remains unmodified and in full force and effect.**

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association by action taken at the Annual Meeting of the Association held on April 30, 2005 as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

CORONA DEL MAR CONDOMINIUM ASSOCIATION, INC. A Florida non-profit corporation

[Signature] Witness

By: [Signature] Neil C. King, President

Jennifer Gordon Witness - Print Name

By: [Signature] Henry Vorpe, Vice President

[Signature] Witness

By: [Signature] Kenneth Newell, Secretary/Treasurer

Sarah Aiken Witness - Print Name

STATE OF FLORIDA, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 29 day of 2005, 2005 by Neil C. King, Henry Vorpe, Kenneth Newell, Unit Owner, Unit Number: 204-103 who is [ ] personally known to me or who has [ ] produced Florida Drivers License as identification.

[Signature] Susan M. Gordon Signature

6/21/2009 Commission expiration date

DD 443222 Serial number

AFFIX SEAL:

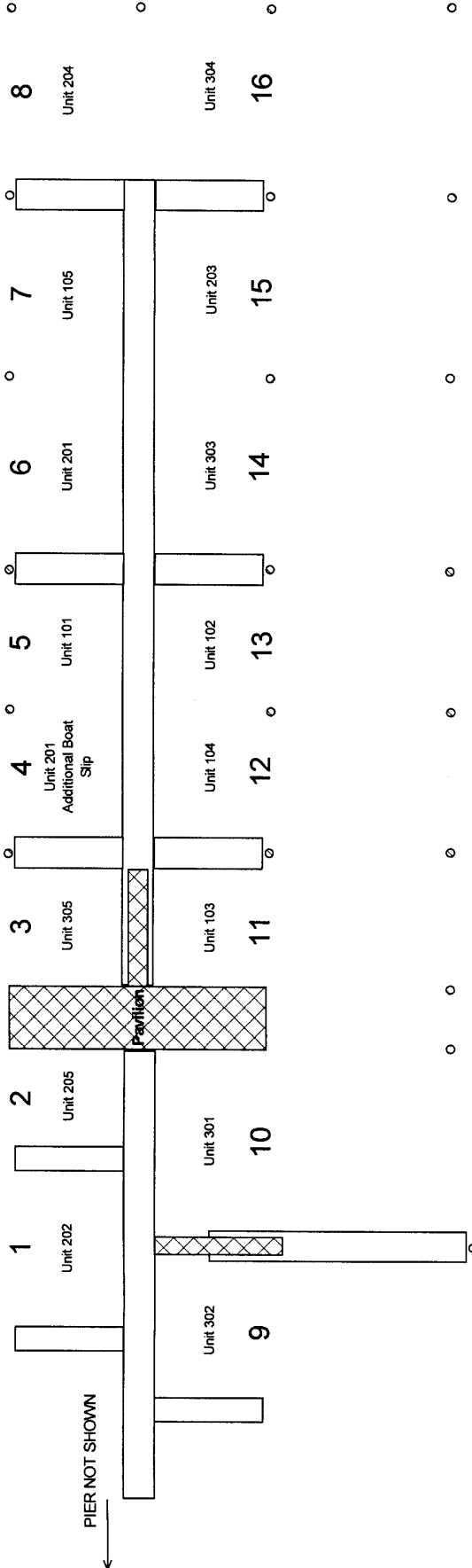



**EXHIBIT - A**

CORONA DEL MAR CONDOMINIUMS  
 BOAT SLIP ASSIGNMENTS  
 Last Revision: June 30, 2005  
 Scale: 1" = 20'




Denotes piling (typical)



 **Record & Return to:  
Land Title of America Group  
3700 U.S. Hwy 1 South  
St. Augustine, FL 32086**

**5 Minute Return  
(904) 797-9600**

Prepared by, record and return to:

 Corona Del Mar Condominium  
Association, Inc.  
Attn: Neil King, President  
33 Comares Avenue  
Unit 201  
St. Augustine, FL 32080

## SIXTH AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Sixth Amendment ("Sixth Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 12th day of September, 2005 by the Corona Del Mar Condominium Association Inc., whose address is 33 Comares Avenue, St Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

## RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration was again amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** the Declaration was again amended on January 12, 2005 and recorded in the Official Records Book 2360 at Page 1825 of the current public records of St. Johns County, Florida (the "Third Amendment"); and

**WHEREAS** the Declaration was again amended on May 17, 2005 and recorded in the Official Records Book 2439 at Page 1849-1852 of the current public records of St. Johns County, Florida (the "Fourth Amendment"); and

**WHEREAS** the Declaration was last amended on June 30, 2005 and recorded in the Official Records Book 2472 at Page 379-382 of the current public records of St. Johns County, Florida (the "Fifth Amendment") which conveyed the Association Boat Slip as an additional Limited Common Element Boat Slip (the "Additional Boat Slip") to the Unit Owner of Unit 201; and

**WHEREAS** pursuant to Article XIII. Paragraph C of the Declaration as amended by the Fourth Amendment, Limited Common Element Boat Slips may be sold, rented or leased to another Unit Owner provided however, any sale shall only be effective by amendment to the Declaration; and

**WHEREAS** pursuant to terms and conditions mutually agreed upon between the Unit Owners of Units 201, 202 and 103 these Unit Owners desire to make certain conveyances, transfers and re-designations of their respective Limited Common Element Boat Slips and the Additional Boat Slip as hereinafter provided in this Sixth Amendment; and

**WHEREAS** such conveyances, transfers and re-designations are granted subject to all the terms, conditions, restrictions and provisions of the Declaration (and any amendments thereof) pertaining to the Additional Boat Slip and Limited Common Element Boat Slips, to the reasonable Rules and Regulations of the Association (as may be established from time to time) and as may be further provided herein this Sixth Amendment.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

1. The Additional Boat Slip #4 appurtenant to Unit 201, as established in the Fifth Amendment to the Declaration, is hereby conveyed to the Unit Owner of Unit 202 and shall hereinafter be appurtenant to Unit 202; and

2. Simultaneously herewith Boat Slip #1 originally assigned as the Limited Common Element Boat Slip appurtenant to Unit 202 shall be re-designated as the Additional Boat Slip and hereinafter Boat Slip #4 shall for all purposes become the primary Limited Common Element Boat Slip appurtenant to Unit 202; and

3. Simultaneously herewith the Additional Boat Slip #1 is hereby conveyed to the Unit Owner of Unit 103 and shall hereinafter be appurtenant to Unit 103; and

4. Simultaneously herewith Boat Slip #11 originally assigned as the Limited Common Element Boat Slip appurtenant to Unit 103 shall be re-designated as the Additional Boat Slip and hereinafter Boat Slip #1 shall for all purposes become the primary Limited Common Element Boat Slip appurtenant to Unit 103 (see attached **Exhibit "A"** for graphic depiction); and

5. The Unit Owner of Unit 103 shall hereinafter be responsible for the timely payment of the Additional Boat Slip Fee as established by the Fifth Amendment to the Declaration.

**In all other respects the Declaration remains unmodified and in full force and effect.**

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 102

[Signature]  
Witness DEBBIE BROWN

[Signature]  
Unit Owner

Debbie Brown  
Witness - Print Name DEBBIE BROWN

JOHN R. BARRETT  
Unit Owner - Print Name

[Signature]  
Witness TERESA MILLER

Unit Owner

Teresa Miller  
Witness - Print Name TERESA MILLER

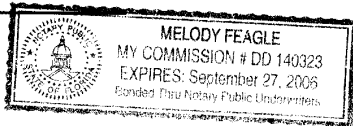
Unit Owner - Print Name

STATE OF FL, COUNTY OF Clay The foregoing instrument was acknowledged before me this 15 day of August, 2005 by John R. Barrett, Unit Owner, Unit Number: 102 who is  personally known to me or who has  produced FL ID as identification.

[Signature]  
Signature MELODY FEAGLE

9.27.06  
Commission expiration date

DD140323  
Serial number



AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 103

Michael Scott Lyons  
Witness

[Signature]  
Unit Owner

Michael Scott Lyons  
Witness - Print Name

HENRY A. VORPE JR.  
Unit Owner - Print Name

[Signature]  
Witness

Unit Owner

Dustin L. Hodges  
Witness - Print Name

Unit Owner - Print Name

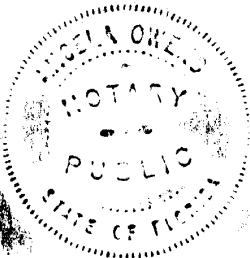
STATE OF Florida, COUNTY OF Duval The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2005 by Henry A. Vorpe, Jr., Unit Owner, Unit Number: 103 who is  personally known to me or who has  produced DRIVER'S LICENSE(S) as identification.

[Signature]  
Signature

Angela Owens  
My Commission DD332284  
Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 104

[Signature]  
Witness

SUSAN J. GARNER  
Unit Owner

Adam C. McAlmont  
Witness / Print Name

[Signature]  
Unit Owner - Print Name

[Signature]  
Witness

Unit Owner

Neil L. Korb  
Witness - Print Name

Unit Owner - Print Name

STATE OF FL, COUNTY OF St Johns The foregoing instrument was acknowledged before me this 7 day of September, 2005 by Susan J. Garner, Unit Owner, Unit Number: 104 who is  personally known to me or who has  produced Driver License as identification.

[Signature]  
Signature

March 3, 2008  
Commission expiration date

285930  
Serial number

AFFIX SEAL:



JAMES R. WISEMAN  
Notary Public, State of Florida  
My comm. expires March 3, 2008  
Comm. No. DD 285930



**IN WITNESS WHEREOF**, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered  
in the presence of:

Unit Number: 105

[Signature]

[Signature]

Witness

Unit Owner

New C. King

Richard A. Thorne

Witness - Print Name

Unit Owner - Print Name

[Signature]

Unit Owner

Witness

F. Eric Heinton

Unit Owner - Print Name

Witness - Print Name

STATE OF FLORIDA, COUNTY OF DUVAL The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of AUGUST, 2005 by RICHARD A. THORNE, Unit Owner, Unit Number: 105 who is [] personally known to me or who has [] produced as identification.

[Signature]  
Signature

SEPTEMBER 20, 2008  
Commission expiration date

JONI MARIE LAWLER  
Notary Public - State of Florida  
Commission # DD342859  
My Commission Expires September 20, 2008

DD342859  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 201

F. Eric Heinton  
Witness

Neil C. King  
Unit Owner

F. Eric Heinton  
Witness - Print Name

NEIL C. KING  
Unit Owner - Print Name

[Signature]  
Witness

[Signature]  
Unit Owner

Tim McKinney  
Witness - Print Name

Peggy P. King  
Unit Owner - Print Name

STATE OF Florida, COUNTY OF Duval The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2005 by Neil C. King and Peggy P. King, Unit Owner, Unit Number: 201 who is [] personally known to me or who has [] produced \_\_\_\_\_ as identification.

[Signature]  
Signature

JONI MARIE LAWLER  
Notary Public - State of Florida  
Commission # DD342859  
My Commission Expires September 20, 2008

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 202

Debra Smith  
Witness

[Signature]  
Unit Owner

Debra Smith  
Witness - Print Name

Stephen Racioppi  
Unit Owner - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Witness - Print Name

\_\_\_\_\_  
Unit Owner - Print Name

STATE OF Arizona, COUNTY OF Maricopa The foregoing instrument was acknowledged before me this 11 day of August, 2005 by Stephen Racioppi, Unit Owner, Unit Number: 202 who is  personally known to me or who has  produced Drivers Lic. as identification.

[Signature]  
Signature

7/30/08  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 203

Mary A Lisgaris  
Witness

Michael S. Walters  
Unit Owner

MARY A LISGARIS  
Witness - Print Name

MICHAEL S. WALTERS  
Unit Owner - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Witness - Print Name

\_\_\_\_\_  
Unit Owner - Print Name

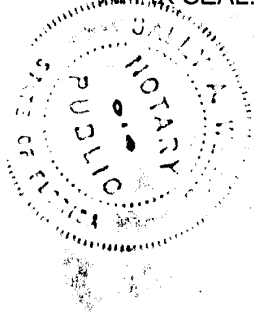
STATE OF FLORIDA, COUNTY OF DUVAL The foregoing instrument was acknowledged before me this 6 day of September, 2005 by MICHAEL S. WALTERS, Unit Owner, Unit Number: 203 who is [] personally known to me or who has [] produced as identification.

Sally A. Weeks  
Signature

July 11, 2007  
Commission expiration date

DD202077  
Serial number

AFFIX SEAL:



Sally A. Weeks  
My Commission DD202077  
Expires July 11, 2007

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 204

Rita Zimpfritsch  
Witness

Kathleen D. Schmitt  
Unit Owner

RITA ZIMPFRITSCH  
Witness - Print Name

KATHLEEN D. SCHMITT  
Unit Owner - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Witness - Print Name

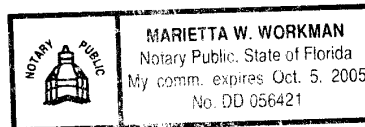
\_\_\_\_\_  
Unit Owner - Print Name

STATE OF Florida, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2005 by Kathleen Schmitt, Unit Owner, Unit Number: 204 who is  personally known to me or who has  produced Ohio DL as identification.

Marietta Workman  
Signature

Oct 5, 2005  
Commission expiration date

No. DD056421  
Serial number



AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Susan C Conley  
Witness

Susan C Conley  
Witness - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness - Print Name

Unit Number: 301

Lynda Smith  
Unit Owner

Lynda Smith  
Unit Owner - Print Name

C L J G MURPHY  
Unit Owner

[Signature]  
Unit Owner - Print Name

STATE OF Florida, COUNTY OF Duval The foregoing instrument was acknowledged before me this 17 day of August, 2005 by Lynda Smith, Unit Owner, Unit Number: 301 who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

Susan C Conley  
Signature

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
Serial number





IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the Presence of:

Unit Number: 302

[Signature]  
Witness

Jennifer S. Newell  
Unit Owner

Kenneth F. Newell  
Witness - Print Name

Jennifer S. Newell  
Unit Owner - Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Witness - Print Name

\_\_\_\_\_  
Unit Owner - Print Name

STATE OF Virginia, COUNTY OF Henrico The foregoing instrument was acknowledged before me this 2nd day of August, 2005 by Jennifer Newell, Unit Owner, Unit Number: 302 who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

Elizabeth Wilkins  
Signature

June 30, 2006  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Unit Number: 304

Stephanie Burch  
Witness

Baron Bartlett  
Unit Owner

**STEPHANIE BURCH**

Baron L. Bartlett  
Unit Owner - Print Name

Witness - Print Name

Stephanie Burch  
Witness

Kim Bartlett  
Unit Owner

Jo Ann Mills  
Witness - Print Name  
JO ANN MILLS

Kim Bartlett  
Unit Owner - Print Name

STATE OF Florida, COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2005 by Baron Bartlett and Kim Bartlett, Unit Owner, Unit Number: 304 who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

Stephanie Burch  
Signature **STEPHANIE BURCH**



**Stephanie Burch**  
Commission # DD424424  
Expires May 1, 2009  
Benedict Trust Firm - Insurance, Inc. 800-365-7019

Commission expiration date

Serial number

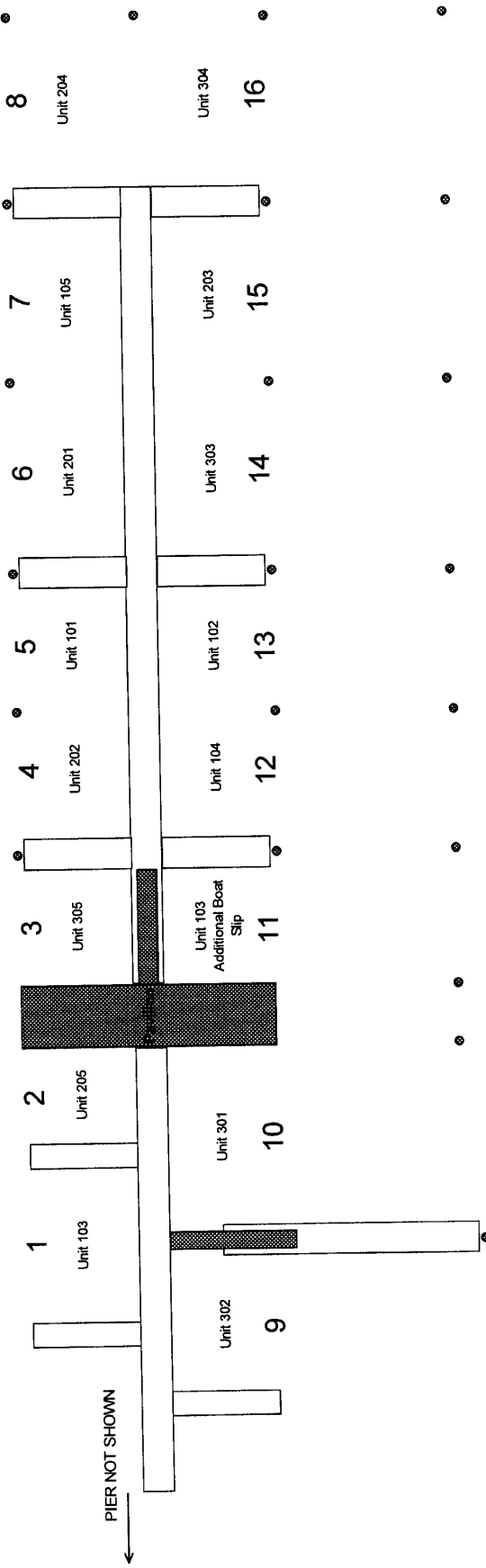
AFFIX SEAL:

CORONA DEL MAR CONDOMINIUMS  
BOAT SLIP ASSIGNMENTS  
Last Revision: August \_\_, 2005  
Scale: 1" = 20'



Denotes piling (typical)

EXHIBIT "A"



Prepared by and return to:

Attn: Clyde Murphree, President  
Corona Del Mar Condominium Association, Inc.  
33 Comares Ave. 301  
St. Augustine, FL 32080

## EIGHTH AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Eighth Amendment ("Eighth Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 11 day of March, 2012 by the Corona Del Mar Condominium Association, Inc., whose address is 33 Comares Avenue, St. Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

### RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration was again amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** the Declaration was again amended on January 12, 2005 and recorded in the Official Records Book 2360 at Page 1825 of the current records of St. Johns County, Florida (the "Third Amendment"); and

**WHEREAS** the Declaration was again amended on May 17, 2005 and recorded in the Official Records Book 2439 at Page 1849-1852 of the current public records of St. Johns County, Florida (the "Fourth Amendment"); and

**WHEREAS** the Declaration was again amended on June 30, 2005 and recorded in the Official Records Book 2472 at Page 379-382 of the current public records of St. Johns County, Florida (the "Fifth Amendment"); and

**WHEREAS** the Declaration was again amended on September 12, 2005 and recorded in the Official Records Book 2533 at Page 919-932 of the current public records of St. Johns County, Florida (the "Sixth Amendment"); and

**WHEREAS** the Declaration was last amended on October 16, 2009 and recorded in the Official Records Book 3255 at Page 1082-1099 of the current public records of St. Johns County, Florida (the "Seventh Amendment"); and

**WHEREAS** pursuant to Article XIII Paragraph C of the Declaration as amended by the Fourth Amendment, Limited Common Element Parking Spaces may be sold, rented, or leased to another Unit Owner provided, however, any sale shall only be effective by amendment to the Declaration; and the Unit Owners of Records of the affected Units 204, 301 and 305 join in this Eighth Amendment; and

**WHEREAS** pursuant to terms and conditions mutually agreed upon between the Unit Owners of Units 204, 301, and 305 these Unit Owners desire to make certain conveyances, transfers and re-designations of their respective Limited Common Element Parking Spaces as hereinafter provided in this Eighth Amendment; and

**WHEREAS** such conveyances, transfers, and re-designations are granted subject to all the terms, conditions, restrictions and provisions of the Declaration (and any amendments thereof) pertaining to the Limited Common Element Parking Spaces, to the reasonable Rules and Regulations of the Association (as may be established from time to time) and as may be further provided herein this Eighth Amendment.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

1. **Parking Space number 19** appurtenant to Unit 204, originally established by the developer pursuant to Article IV (C)(2) of the Declaration of Condominium and subsequently assigned to Unit 204 in the First Amendment, **is hereby re-designated as the appurtenant to Unit 301.**
2. **Parking Space number 17** appurtenant to Unit 301, originally established by the developer pursuant to Article IV (C)(2) of the Declaration of Condominium and subsequently assigned to Unit 301 in the First Amendment, **is hereby re-designated as appurtenant to Unit 305.**
3. **Parking Space number 30** appurtenant to Unit 305, originally established by the developer pursuant to Article IV (C)(2) of the Declaration of Condominium and subsequently assigned to Unit 305 in the First Amendment, **is hereby re-designated as appurtenant to Unit 204.**

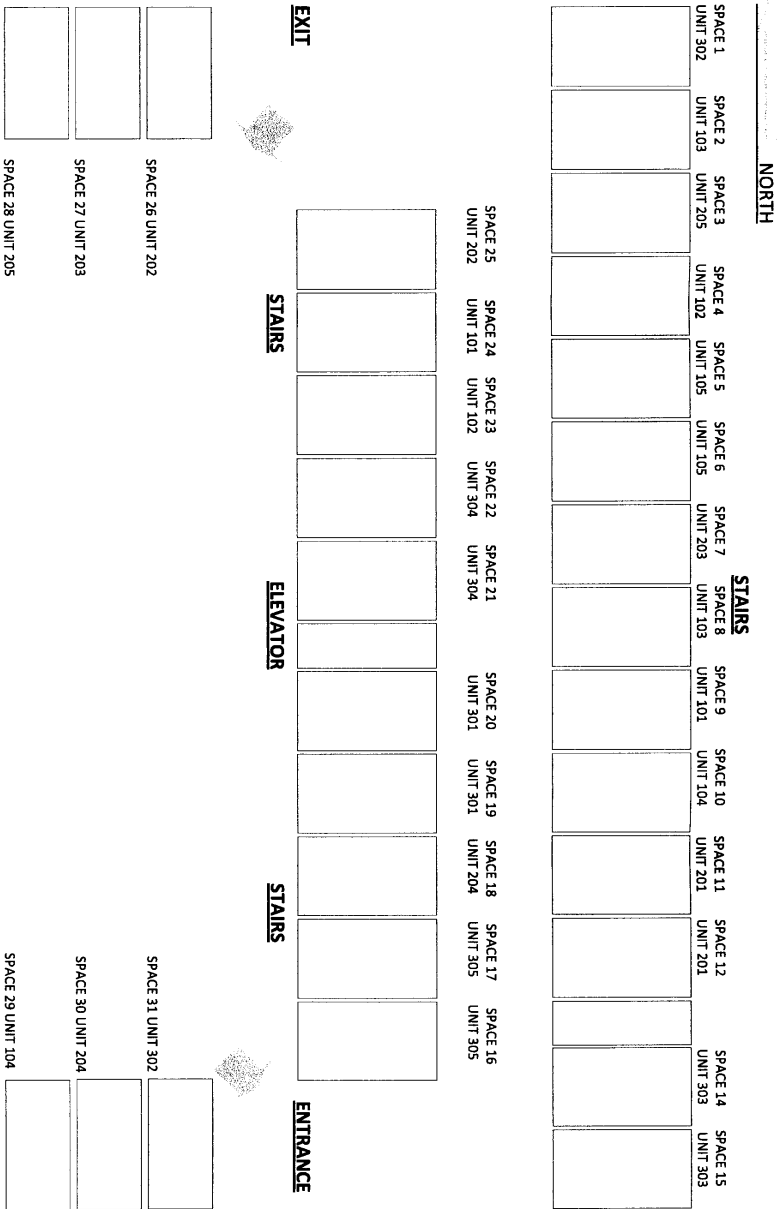
4. Accordingly, now, as a result of this Eighth Amendment to the Declaration, **Parking Spaces 16 and 17 are appurtenant to Unit 305, Parking Spaces 18 and 30 are appurtenant to Unit 204, and Parking Spaces 19 and 20 are appurtenant to Unit 301.** See attached Exhibit "A" for graphic depiction.

**In all other respects the Declaration remains unmodified and in full force and effect.**

**NOTHING FOLLOWS BUT SIGNATURE FORMS.**

DocId:32861238

**CORONA DEL MAR CONDOMINIUMS  
 PARKING SPACE ASSIGNMENTS FOLLOWING EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
 LAST REVISION: MARCH 8, 2012  
 NOT TO SCALE**

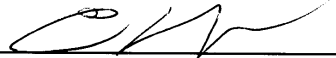


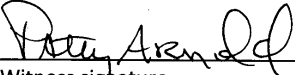
**EXHIBIT A EIGHTH AMENDMENT**

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:


Signed, Sealed and Delivered in the presence of:

Corona Del Mar Condominium Association, Inc.  
By Clyde E. Murphree, its President

  
Clyde E. Murphree

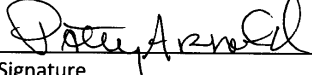
  
Witness signature

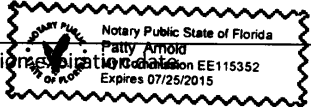
Patty Arnold  
Witness printed name

  
Witness signature

R. J. ARNOLD  
Witness printed name

STATE OF Florida, COUNTY OF St. John's. The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2012 by Clyde E. Murphree who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

  
Signature

  
Commission Expires 07/25/2015

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 103

Maria G. Facerias  
Witness signature

[Signature]  
Unit Owner Signature

Maria G. Facerias  
Witness printed name

Michael DiPiazza  
Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Lucas DiPiazza  
Witness printed name

Maria-Teresa DiPiazza  
Unit Owner printed name

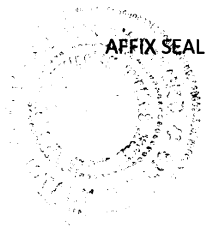
STATE OF NJ, COUNTY OF BERGEN. The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of MAY, 2012 by MICHAEL DIPAZZA Unit Owner, Unit Number 103, who is [  ] personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature

**WALTER PROCHORENKO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 6/25/2012

Serial number \_\_\_\_\_

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 101  
Howard Allgood  
Unit Owner Signature  
Bleewater Charter LLC  
Unit Owner printed name

[Signature]  
Witness signature  
P.J. Arnold  
Witness printed name

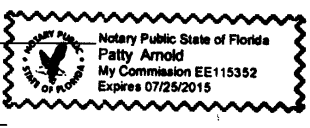
\_\_\_\_\_  
Witness signature  
\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)  
\_\_\_\_\_  
Unit Owner printed name

STATE OF Florida, COUNTY OF St. John's. The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2012 by Howard Allgood, Unit Owner, Unit Number 101, who is [  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature

\_\_\_\_\_  
Commission expiration date  
\_\_\_\_\_  
Serial number



AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 205

Thomas Gaddis  
Witness signature

Jill Gaddis  
Unit Owner Signature

Thomas GADDIS  
Witness printed name

Jill Gaddis  
Unit Owner printed name

Brothy Devaney  
Witness signature

Unit Owner Signature (if 2<sup>nd</sup> applicable)

Brothy Devaney  
Witness printed name

Unit Owner printed name

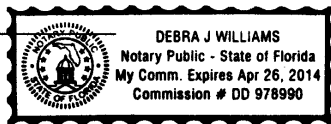
STATE OF Florida, COUNTY OF Inval. The foregoing instrument was acknowledged before me this 27 day of April, 2012 by Jill Gaddis, Unit Owner, Unit Number 205, who is [ ] personally known to me or who as [ X ] produced FL Driver License as identification.

Debra J Williams  
Signature

April 26, 2014  
Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 302

Lori Tinsley  
Witness signature

Jennifer S. Newell  
Unit Owner Signature

Lori Tinsley  
Witness printed name

Jennifer S. Newell  
Unit Owner printed name

J. Powell  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Jim Bonnell  
Witness printed name

\_\_\_\_\_  
Unit Owner printed name

STATE OF Virginia COUNTY OF Hennico. The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2012 by Jennifer S. Newell, Unit Owner, Unit Number 302, who is [] personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

Elizabeth Wilkins  
Signature

June 30, 2014  
Commission expiration date

320263

Serial number  
Reg.

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX, Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

305 2204

Signed, Sealed and Delivered in the presence of:

Patty H. Arnold

Witness signature

Patty H. Arnold

Witness printed name

P. J. Arnold

Witness signature

P. J. Arnold

Witness printed name

UNIT NUMBER:

[Signature]

Unit Owner Signature

Douglas John Clark

Unit Owner printed name

Unit Owner Signature (if 2<sup>nd</sup> applicable)

Unit Owner printed name

STATE OF Florida, COUNTY OF St. Johns. The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March 2012 by Douglas Clark, Unit Owner, Unit Number 305 <sup>2204</sup>, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

Patty H. Arnold

Signature

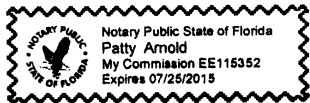
9/25/15

Commission expiration date

9E115352

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

Catalina Usina Morse  
Witness signature

Catalina Usina Morse  
Witness printed name

Susan S. Driscoll  
Witness signature

SUSANNE S DRISCOLL  
Witness printed name

UNIT NUMBER: 105

[Signature]  
Unit Owner Signature

Richard A. Thorne  
Unit Owner printed name

Unit Owner Signature (if 2<sup>nd</sup> applicable)

Unit Owner printed name

STATE OF FLORIDA, COUNTY OF St Johns. The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of APRIL, 2012 by RICHARD A THORNE, Unit Owner, Unit Number 105, who is [] personally known to me or who as [] produced \_\_\_\_\_ as identification.

[Signature]  
Signature

July 28, 2012  
Commission expiration date

DD796939  
Serial number

AFFIX SEAL:

NOTARY PUBLIC-STATE OF FLORIDA  
Bonnie Pausey  
Commission # DD796939  
Expires: JULY 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 304

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

Coleen R. Austin  
Witness printed name

Baron L. Bartlett  
Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Joan Bowman  
Witness printed name

Kimberly A. Bartlett  
Unit Owner printed name

STATE OF Florida, COUNTY OF St. Johns. The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2012 by Baron L. Bartlett and Kimberly A. Bartlett, Unit Owner, Unit Number 304, who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature



Commission expiration date

Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 201

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

NATHAN KING  
Witness printed name

Neil C. King  
Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

NATHAN KING  
Witness printed name

Peggy P King  
Unit Owner printed name

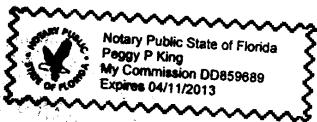
STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 9 day of March, 2012 by Neil and Peggy King, Unit Owner, Unit Number 201, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

[Signature]  
Signature

4/11/13  
Commission expiration date

DD 85 96 89  
Serial number

AFFIX SEAL:





IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 301

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

P. J. ARNOLD  
Witness printed name

CLYDE MURPHY  
Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Patty Arnold  
Witness printed name

LYNN SMITH MURPHY  
Unit Owner printed name

STATE OF FL, COUNTY OF St. John. The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2012 by

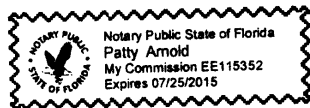
[Signature], Unit Owner, Unit Number 301, who is  personally known to me or who as  produced [Signature] as identification.

[Signature]  
Signature

7/25/15  
Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: A 102

Mami Shaw  
Witness signature

Matthew Barrett  
Unit Owner Signature

Mami Bodewes  
Witness printed name

MATTHEW BARRETT  
Unit Owner printed name

Chelsea Madden  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Victoria Gladden  
Witness printed name

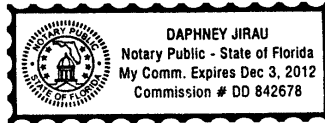
\_\_\_\_\_  
Unit Owner printed name

STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2012 by Matthew Barrett, Unit Owner, Unit Number 102, who is [ ] personally known to me or who as [  ] produced FLDL as identification.

Daphney Jirau  
Signature

Dec 3, 2012  
Commission expiration date

#DD 842678  
Serial number



AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this 8<sup>th</sup> Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 303

Phyllis Burkart  
Witness signature

Dolores Cyr  
Unit Owner Signature

Phyllis Burkart  
Witness printed name

DOLORES Cyr  
Unit Owner printed name

Barbara Moore  
Witness signature

~~Unit Owner Signature (if 2<sup>nd</sup> applicable)~~

BARBARA MOORE  
Witness printed name

~~Unit Owner printed name~~

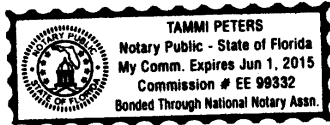
STATE OF Florida, COUNTY OF Lake. The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MARCH, 2012 by DOLORES Cyr, Unit Owner, Unit Number 303, who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

T. Peters  
Signature

June 1st, 2015  
Commission expiration date

Commission # EE 99332  
Serial number

AFFIX SEAL:



① Independent

Public Records of  
St. Johns County, FL  
Clerk# 03-075458  
O.R. 2065 PG 899  
03:11PM 10/10/2003  
REC \$81.00 SUR \$10.50

Return To:  
Pam Ebersold  
Independent Title  
5431 A.1.A. S., Suite 104  
St. Augustine, Florida 32080

**FIRST AMENDMENT**

**To the Declaration of Condominium of Corona Del Mar Condominium**

This First Amendment ("Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective the 21<sup>st</sup> day of September, 2003 by the Corona Del Mar Condominium Association Inc., 5455 A1A S. St. Augustine, FL 32080, a Florida non-profit corporation ("Association").

**RECITALS:**

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** pursuant to Article IX of the Declaration, the Association Unit Owners owning not less than two-thirds (2/3) of the voting interests in the Association consent to amend the Declaration in accordance with this Amendment and without a meeting as attested by their signature below; and

**WHEREAS** pursuant to Article IX, Section C.(1) of the Declaration, the Unit Owners and lien holders of record for the below referenced Units have joined in this Amendment; and

**WHEREAS** pursuant to Article IV.C.(2) and (3), and Article V.B. of the Declaration, the Association Unit Owners desire to amend the below referenced Limited Common Elements appurtenant to the described Units.

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

1. The Limited Common Element parking spaces listed below shall be appurtenant to the below referenced Units (see Exhibit "A" for graphic depiction):

<u>Parking Space</u>		<u>Unit Number</u>
17 & 20	<i>appurtenant to</i>	301
18 & 19	<i>appurtenant to</i>	204

2. The Limited Common Element boat slips listed below shall be appurtenant to the below referenced Units (see Exhibit "B" for graphic depiction):

<u>Boat Slip</u>		<u>Unit Number</u>
5	<i>appurtenant to</i>	101
12	<i>appurtenant to</i>	104
10	<i>appurtenant to</i>	301

3. In all other respects the Declaration remains unmodified and in full force and effect.

Corona Del Mar Condominium Association, Inc.  
PAGE 1 OF 4

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

[Signature]  
Sandra D. Pamer  
(Witness Printed Name)

UNIT OWNER UNIT NO: 104  
[Signature]  
SUSAN J. GARNER  
(Printed Name)

[Signature]  
Amelia Labrie  
(Witness Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of SEPTEMBER, 2003 by SUSAN J. GARNER, UNIT OWNER, UNIT NO: 104, who is  personally known to me, or  who has produced a Drivers License as identification.



[Signature]  
Notary Public

My Commission expires: 8/3/2007

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

Annika Luntin

(Witness Printed Name)

Chris Williams

CHRIS WILLIAMS

(Witness Printed Name)

UNIT OWNER

UNIT NO: 202

Harold Krupka

Harold Krupka

(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of September, 2003 by Harold Krupka, UNIT OWNER, UNIT NO: 202, who is () personally known to me, or () who has produced a Drivers License as identification.

Jean Dyal  
Notary Public Commission number DD079113

My Commission expires: 3-28-06



Jean R Dyal  
My Commission DD079113  
Expires March 28, 2006

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

William L Pale  
WILLIAM L PALE  
(Witness Printed Name)

Elaine M. Raynor  
ELAINE M. RAYNOR  
(Witness Printed Name)

UNIT OWNER

UNIT NO: 103

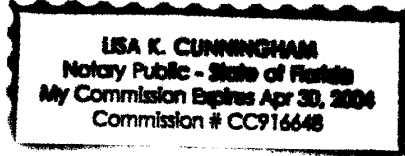
Brenda M. Neilon  
BRENDA M. NEILON  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by Brenda M. Neilon, UNIT OWNER, UNIT NO: 103, who is () personally known to me, or () who has produced a Drivers License as identification.

Lisa K. Cunningham  
Notary Public

My Commission expires: \_\_\_\_\_



OR2065PG 903

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

[Signature]  
Alexandra R. Hedrick  
(Witness Printed Name)

UNIT OWNER UNIT No: 102  
[Signature]  
JOHN R. BARRETT  
(Printed Name)

[Signature]  
[Signature]  
(Witness Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2003 by [Signature], UNIT OWNER, UNIT NO: \_\_\_\_\_ who is  personally known to me, or  who has produced a Drivers License as identification.

FL DL # B630476461020

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_



Jill R. Mero  
Commission #DD187480  
Expires: Apr 04, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.



DR2065PG 904

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

Donise Payne  
Donise Payne  
(Witness Printed Name)

Leslie Bello  
Leslie Bello  
(Witness Printed Name)

UNIT OWNER

UNIT NO: 203

Sharon Cahoon  
SHARON CAHOON  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21 day of Sep, 2003 by SHARON CAHOON, UNIT OWNER, UNIT NO: \_\_\_\_\_, who is () personally known to me, or () who has produced a Drivers License as identification.

PROD FL DL

Leslie Bello  
Notary Public

My Commission expires: Oct 30, 2005



OR2065PG 905

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

Lori Shannon  
Lori Shannon  
(Witness Printed Name)

UNIT OWNER UNIT NO: 105  
Richard A. Thorne  
Richard A. THORNE  
(Printed Name)

Denise A. Crozier  
DENISE A. CROZIER  
(Witness Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28 day of September, 2003 by Richard A. Thorne, UNIT OWNER, UNIT NO: 105, who is  personally known to me, or  who has produced a Drivers License as identification.

Mary M. Mullins  
Notary Public

My Commission expires



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

Rosemarie Hand  
Rosemarie Hand  
(Witness Printed Name)

Ronald Tumlin  
(Witness Printed Name)

UNIT OWNER

UNIT NO.

204

GARY DRAKE  
(Printed Name)

GARY DRAKE

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26 day of September, 2003 by Gary Drake, UNIT OWNER, UNIT NO: 204, who is () personally known to me, or () who has produced a Drivers License as identification.

Marianne Cotte  
Notary Public

My Commission expires: Feb. 15, 2007



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

*Pamella G. Ebersold*  
**PAMELLA G. EBERSOLD**  
(Witness Printed Name)

UNIT OWNER UNIT NO: 301  
*Mary Pace*  
MARY PACE  
(Printed Name)

*Serena Baker*  
Serena Baker  
(Witness Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by Mary Pace, UNIT OWNER, UNIT NO: \_\_\_\_\_, who is () personally known to me, or () who has produced a Drivers License as identification.

*Pamella G. Ebersold*  
Notary Public **PAMELLA G. EBERSOLD**

My Commission expires: \_\_\_\_\_



Pamella G. Ebersold  
Commission # DD079889  
Expires Feb. 23, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:  
Pamella G. Ebersold  
**PAMELLA G. EBERSOLD**  
(Witness Printed Name)

UNIT OWNER UNIT NO: 301  
William Pace  
William Pace  
(Printed Name)

Serena Baker  
Serena Baker  
(Witness Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by William Pace, UNIT OWNER, UNIT NO: 301, who is  personally known to me, or  who has produced a Drivers License as identification.



Pamella G. Ebersold  
Commission # DD079889  
Expires Feb. 23, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Pamella G. Ebersold  
Notary Public **PAMELLA G. EBERSOLD**

My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of

[Signature]

David Mineo  
(Witness Printed Name)

Alicia Whelan

Alicia Whelan  
(Witness Printed Name)

UNIT OWNER UNIT NO: 205  
[Signature]

FRANK W. PEPE JR. PRES.  
(Printed Name)

CORONA DEL MAR  
CHEVON/LEADSHIP ENT. INC.

CT  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~DADE~~ Fairfield

The foregoing instrument was acknowledged before me this 26 day of Sept 2003 by FRANK W. PEPE JR. UNIT OWNER, UNIT NO: \_\_\_\_\_ who is  personally known to me, or  who has produced a Drivers License as identification.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

DAVID MINEO  
Notary Public  
My Commission Expires Sept. 30, 2003



OR2065PG 910

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

David Mineo  
David Mineo

(Witness Printed Name)

Alicia Whelan  
Alicia Whelan

(Witness Printed Name)

UNIT OWNER

UNIT NO:

Frank W. Pepe Jr. 305

FRANK W. PEPE JR.

(Printed Name)

CORONA DEL MAR  
OWNER

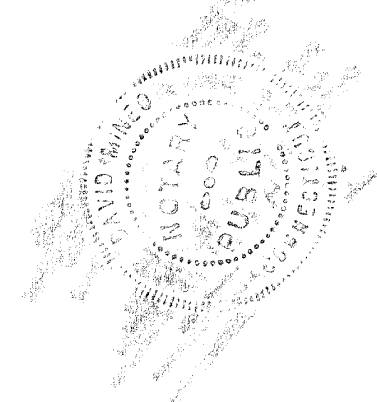
STATE OF FLORIDA Connecticut  
COUNTY OF ST. JOHNS Fairfield

The foregoing instrument was acknowledged before me this 26 day of Sept 2003 by FRANK W. PEPE JR. UNIT OWNER, UNIT NO: 305 who is  personally known to me, or  who has produced a Drivers License as identification.

David Mineo  
Notary Public

My Commission expires: \_\_\_\_\_

DAVID MINEO  
Notary Public  
My Commission Expires Sept. 30, 2003



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

Gail Harris  
GAIL HARRIS  
(Witness Printed Name)

Anne Marie McKenna  
Anne Marie McKenna  
(Witness Printed Name)

UNIT OWNER                      UNIT NO: 201  
Doris M Pace William L Pace Sr.  
DORIS M. PACE William L. PACE SR.  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of September, 2003 by Doris Pace + William Pace Sr., UNIT OWNER, UNIT NO: 201, who is () personally known to me, or () who has produced a Drivers License as identification.



DONITA QUARTO  
Notary Public, State of Florida  
My Commission Expires 2/27/2004  
Commission No. CC899426

[Signature]  
Notary Public

My Commission expires: 2-27-2004



IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed, and Delivered in the presence of:

Shirley Allgood  
SHIRLEY ALLGOOD  
(Witness Printed Name)

Cathy L. Beil  
Cathy L. Beil  
(Witness Printed Name)

UNIT OWNER

UNIT NO: 101

Bluewater Charters LLP

Howard Allgood  
(Witness Name)

Georgia  
STATE OF FLORIDA  
COUNTY OF ST. JOHNS - Fayette

Bluewater Charters The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by Howard Allgood, UNIT OWNER, UNIT NO: 101, who is  personally known to me, or  who has produced a Drivers License as identification.

Cynthia K. Mobley  
Notary Public

CYNTHIA K. MOBLEY  
Notary Public Pike County, Georgia  
My Commission expires: My Commission Expires April 8, 2005

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

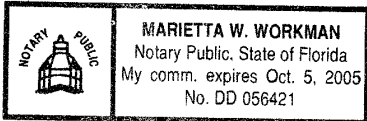
[Signature]  
Doug Burnette  
(Witness Printed Name)

[Signature]  
Mary P. Mottey  
(Witness Printed Name)

UNIT OWNER [Signature] UNIT No: 303  
D.W. Randall  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by D.W. Randall, UNIT OWNER, UNIT NO: 303, who is () personally known to me, or () who has produced a Drivers License as identification.



[Signature]  
Notary Public

My Commission expires: Oct 5, 05

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date first written above as attested by the Unit Owner signature set forth below:

Signed, Sealed and Delivered in the presence of:

[Signature]  
A.W. Randall  
(Witness Printed Name)

[Signature]  
Mary P. Motley  
(Witness Printed Name)

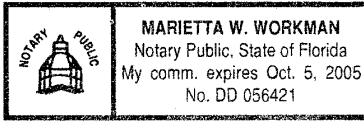
UNIT OWNER UNIT NO: 304  
[Signature]  
Doug Burnette  
(Printed Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2003 by Doug Burnette, UNIT OWNER, UNIT NO: 304, who is  personally known to me, or  who has produced a Drivers License as identification.

[Signature]  
Notary Public

My Commission expires: Oct 5, 2005



CORONA  
DEL MAR

OWNER  
PARKING  
SPACES

STEPS

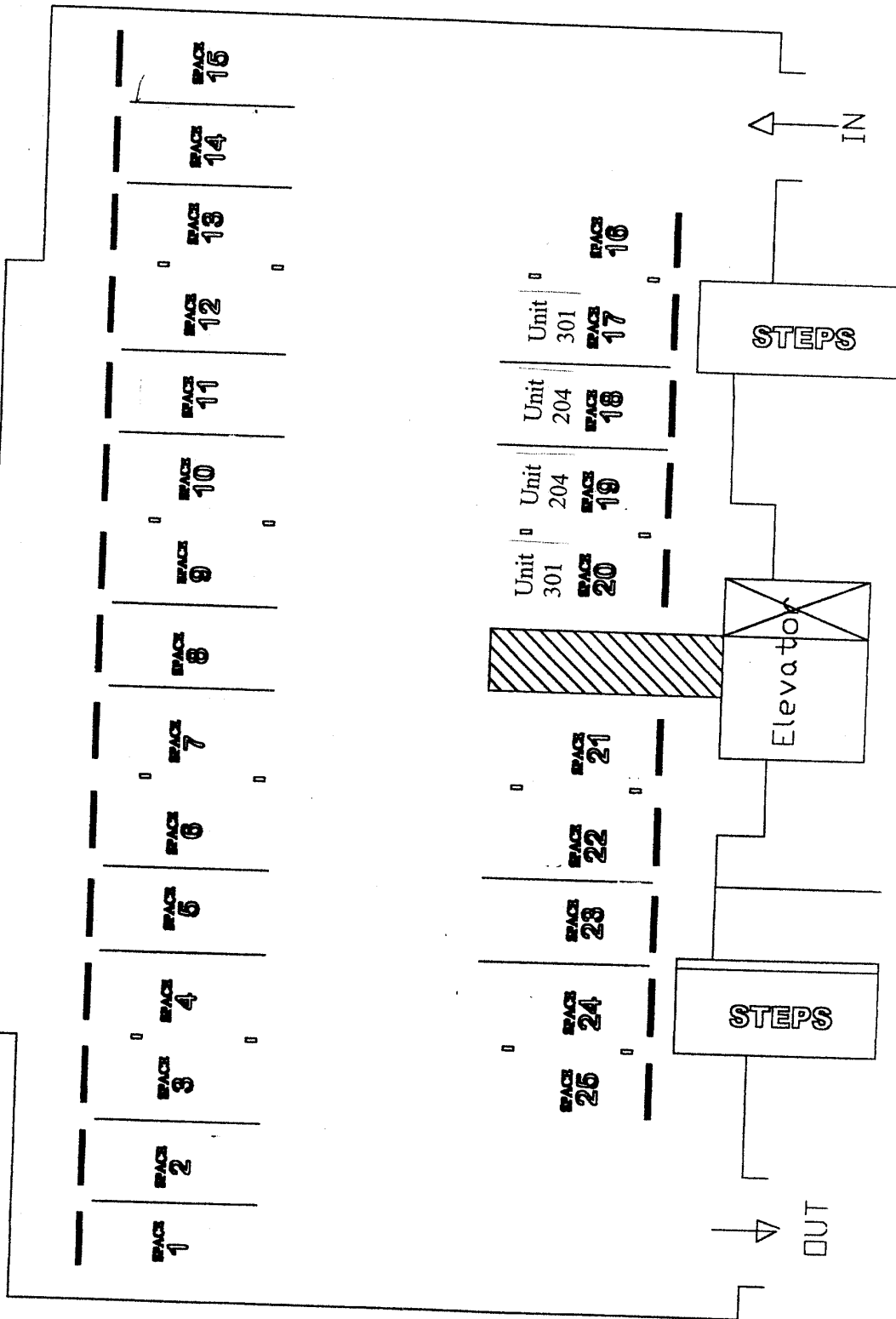
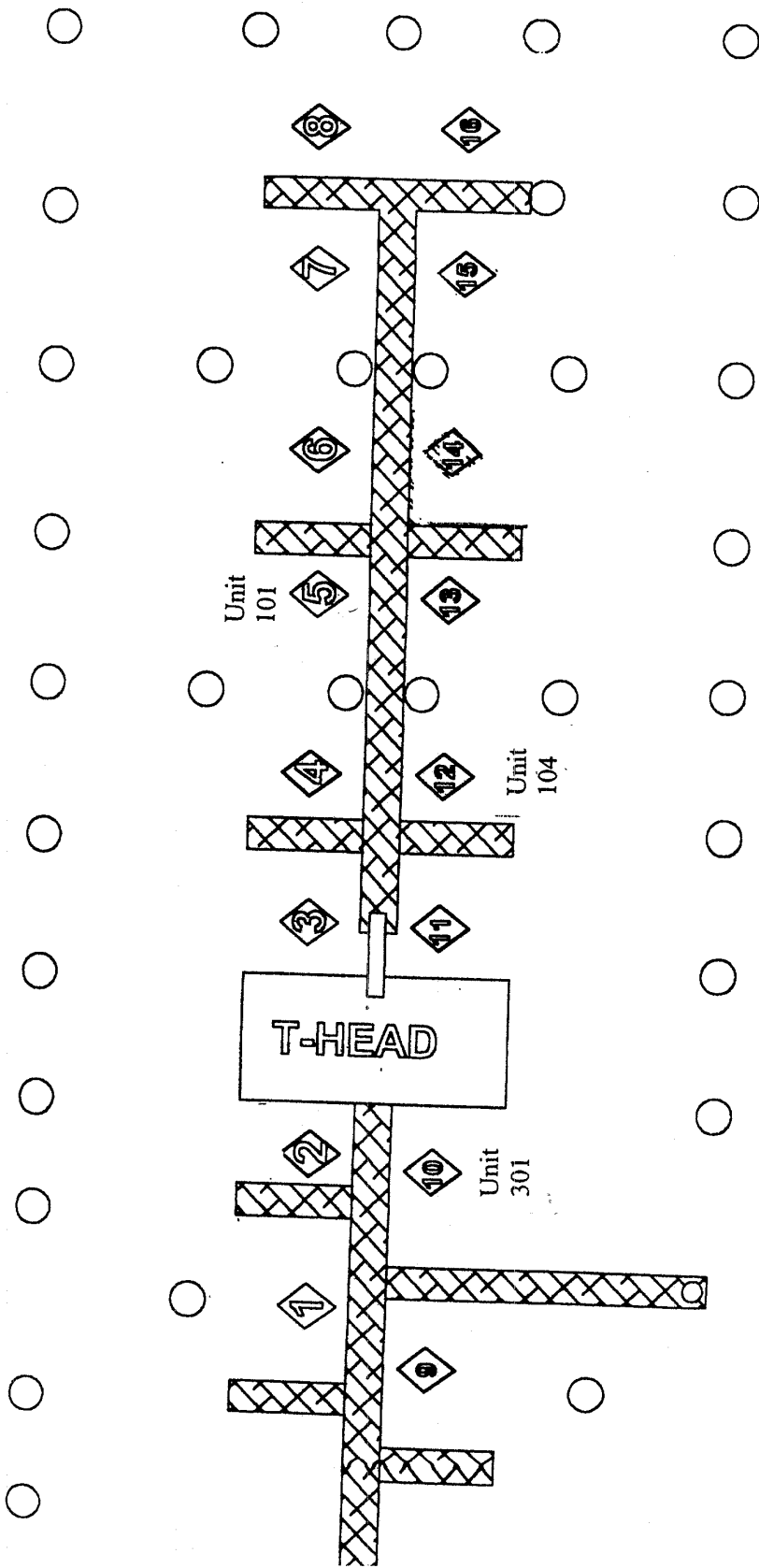


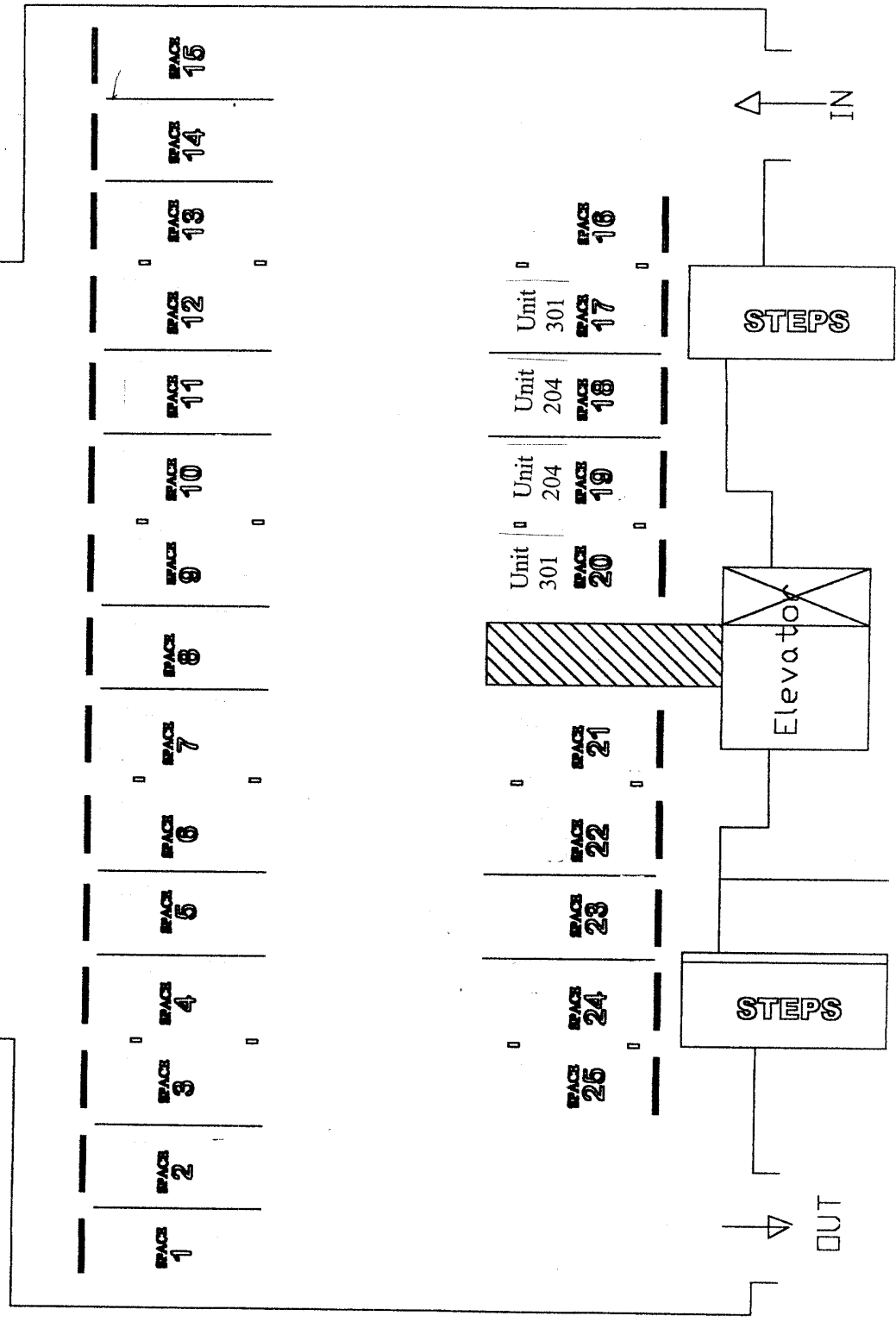
EXHIBIT "A"



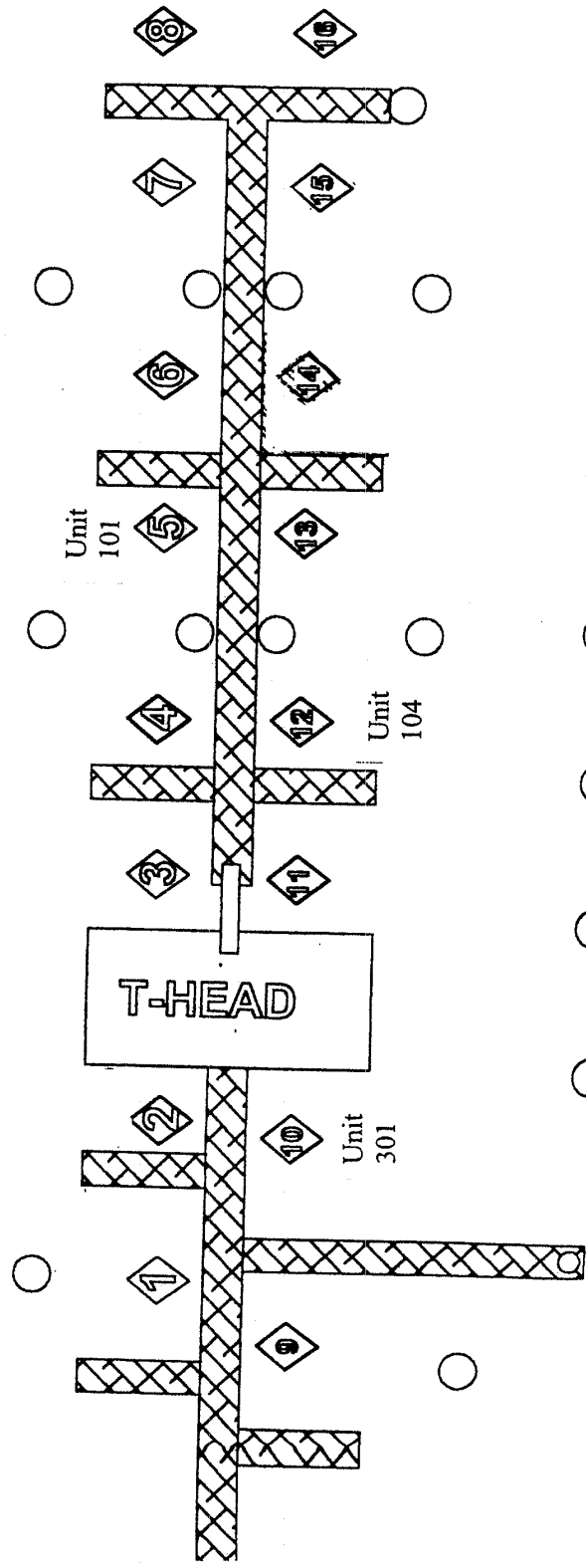
CORONA DEL MAR BOAT SLIPS

EXHIBIT "B"

**CORONA  
DEL MAR**  
**OWNER  
PARKING  
SPACES**



**EXHIBIT "A"**



CORONA DEL MAR BOAT SLIPS

EXHIBIT "B"

15

Prepared by, record, and return to:

Murphree Law Offices, P.A.  
Attn: Clyde Murphree, President  
Corona Del Mar Condominium Association, Inc.  
33 Comares Ave. 301  
St. Augustine, FL 32080

## SEVENTH AMENDMENT

### To the Declaration of Condominium of Corona Del Mar Condominium

This Seventh Amendment ("Seventh Amendment") to the Declaration of Condominium of Corona Del Mar Condominium is made effective this 16 October 2009 by the Corona Del Mar Condominium Association, Inc., whose address is 33 Comares Avenue, St. Johns County, St. Augustine, Florida 32080, a Florida non-profit corporation ("Association").

## RECITALS

**WHEREAS** the Declaration of Condominium of Corona Del Mar Condominium is recorded in the Official Records Book 1530 at Page 815 of the current public records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS** the Declaration was first amended on September 29, 2003 and recorded in the Official Records Book 2065 at Page 899 of the current public records of St. Johns County, Florida (the "First Amendment"); and

**WHEREAS** the Declaration was again amended on August 7, 2004 and recorded in the Official Records Book 2264 at Page 635 of the current public records of St. Johns County, Florida (the "Second Amendment"); and

**WHEREAS** the Declaration was again amended on January 12, 2005 and recorded in the Official Records Book 2360 at Page 1825 of the current records of St. Johns County, Florida (the "Third Amendment"); and

**WHEREAS** the Declaration was again amended on May 17, 2005 and recorded in the Official Records Book 2439 at Page 1849-1852 of the current public records of St. Johns County, Florida (the "Fourth Amendment"); and



**WHEREAS** the Declaration was again amended on June 30, 2005 and recorded in the Official Records Book 2472 at Page 379-382 of the current public records of St. Johns County, Florida (the "Fifth Amendment"); and

**WHEREAS** the Declaration was last amended on September 12, 2005 and recorded in the Official Records Book 2533 at Page 919-932 of the current public records of St. Johns County, Florida (the "Sixth Amendment"); and

**WHEREAS** pursuant to Article XIII Paragraph C of the Declaration as amended by the Fourth Amendment, Limited Common Element Boat Slips may be sold, rented, or leased to another Unit Owner provided, however, any sale shall only be effective by amendment to the Declaration; and

**WHEREAS** pursuant to terms and conditions mutually agreed upon between the Unit Owners of Units 103 and 305 these Unit Owners desire to make certain conveyances, transfers and re-designations of their respective Limited Common Element Boat Slips and the Additional Boat Slip as hereinafter provided in this Seventh Amendment; and

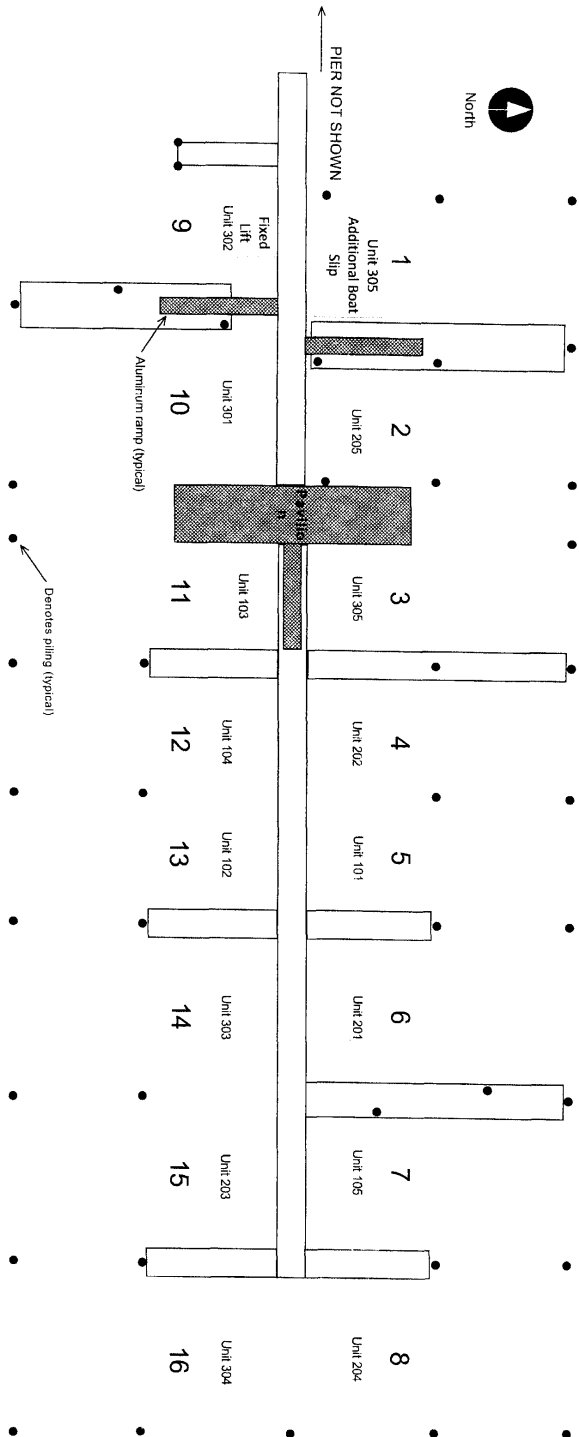
**WHEREAS** such conveyances, transfers, and re-designations are granted subject to all the terms, conditions, restrictions and provisions of the Declaration (and any amendments thereof) pertaining to the Additional Boat Slip and Limited Common Element Boat Slips, to the reasonable Rules and Regulations of the Association (as may be established from time to time) and as may be further provided herein this Seventh Amendment.

**NOW, THEREFOR**, the Association hereby amends the Declaration as follows:

1. The Additional Boat Slip #11 appurtenant to Unit 103, as established in the Sixth Amendment, is hereby re-designated as the Limited Common Element Boat Slip appurtenant to Unit 103.
2. The Limited Common Element Boat Slip #1 appurtenant to Unit 103, as established in the Sixth Amendment, is hereby re-designated as the Additional Boat Slip #1 appurtenant to Unit 305.
3. Accordingly, now, as a result of this Seventh Amendment to the Declaration, the Limited Common Element Boat Slip #11 is appurtenant to Unit 103, and both the Limited Common Element Boat Slip #3 and the Additional Boat Slip #1 are appurtenant to Unit 305. See attached Exhibit "A" for graphic depiction.
4. The Unit Owner of Unit 305 shall hereinafter be responsible for the timely payment of the Additional Boat Slip Fee as established by the Fifth Amendment to the Declaration.

**In all other respects the Declaration remains unmodified and in full force and effect.**

CORONA DEL MAR CONDOMINIUMS  
BOAT SLIP ASSIGNMENTS  
Last Revision: 16 October 2009  
Scale: Not to Scale (graphic representation only)



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 303

Barbara Moore  
Witness signature

Dolores F Cyr  
Unit Owner Signature

BARBARA MOORE  
Witness printed name

DOLORES F Cyr  
Unit Owner printed name

Lauren Otten  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

LAUREN OTTEN  
Witness printed name

\_\_\_\_\_  
Unit Owner printed name

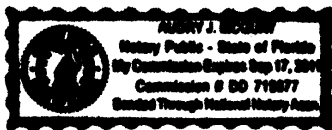
STATE OF FLORIDA, COUNTY OF LAKE/ SUMTER. The foregoing instrument was acknowledged before me this 23rd day of SEPT., 2009 by DOLORES F CYR, Unit Owner, Unit Number 303, who is [ XX ] personally known to me or who as [ XX ] produced FL DL # C600166429130 as identification.

Audrey J. McQuay  
Signature

SEPT 17th 2011  
Commission expiration date

DD 715677  
Serial number

AFFIX SEAL:



**IN WITNESS WHEREOF**, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered  
in the presence of:

UNIT NUMBER: 302

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

\_\_\_\_\_  
Witness printed name

Jennifer Newell  
Unit Owner printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Unit Owner printed name

STATE OF Virginia, COUNTY OF Henrico. The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September 2009 by Jennifer Newell, Unit Owner, Unit Number 302, who is [  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature

June 30, 2010  
Commission expiration date

320263  
Serial number



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 205

Linda S. Birdwell  
Witness signature

Jill Gaddis  
Unit Owner Signature

Linda S. Birdwell  
Witness printed name

Jill Gaddis  
Unit Owner printed name

[Signature]  
Witness signature applicable)

Unit Owner Signature (if 2<sup>nd</sup>)

Christopher J. Clark  
Witness printed name

Unit Owner printed name

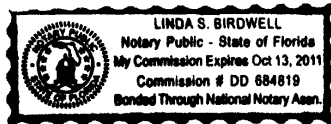
STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2009 by Jill Lynn Gaddis, Unit Owner, Unit Number 205, who is [ ] personally known to me or who as [  ] produced Florida Drivers license as identification.

Linda S. Birdwell  
Signature Linda S Birdwell

Commission expiration date

Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 201

Tammy Coleman  
Witness signature

Neil C. King  
Unit Owner Signature

Tammy Coleman  
Witness printed name

Neil C. King  
Unit Owner printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Unit Owner printed name

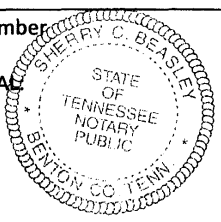
STATE OF Tennessee COUNTY OF Benton. The foregoing instrument was acknowledged before me this 5 day of October, 2009 by Neil Carter King, Unit Owner, Unit Number 201, who is  personally known to me or who as  produced Florida Drivers License as identification.

Sherry C. Beasley  
Signature

8-21-13  
Commission expiration date

Serial number \_\_\_\_\_

AFFIX SEAL



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: #103

SAW  
Witness signature

[Signature]  
Unit Owner Signature

SCOTT LYONS  
Witness printed name

HENRY A. VORPE JR  
Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Angela Owens  
Witness-printed name

ORA P. VORPE  
Unit Owner printed name

STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2009 by Henry A. Vorpe Jr & Ora P. Vorpe, Unit Owner, Unit Number 103, who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature



Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness signature

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness printed name

UNIT NUMBER: 305  
[Signature]  
Unit Owner Signature

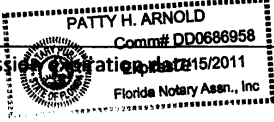
\_\_\_\_\_  
Unit Owner printed name

DOUGLAS S CLARK  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

\_\_\_\_\_  
Unit Owner printed name

STATE OF Florida, COUNTY OF St. John's. The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Sept., 2009 by Douglas Clark, Unit Owner, Unit Number 305, who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature



\_\_\_\_\_  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 301

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

P. J. ARNOLD  
Witness printed name

CLYDE MURPHREE  
Unit Owner printed name

\_\_\_\_\_  
Witness signature

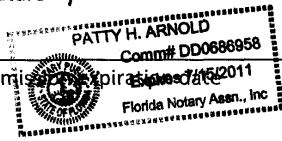
[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

\_\_\_\_\_  
Witness printed name

LINDA MURPHREE  
Unit Owner printed name

STATE OF Florida, COUNTY OF St. John's. The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2009 by Clyde Murphree, Unit Owner, Unit Number 301, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

[Signature]  
Signature



\_\_\_\_\_  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 204

[Signature]  
Witness signature

Kathleen D. Schmitt  
Unit Owner Signature

Theresa Fisher  
Witness printed name

KATHLEEN D. SCHMITT  
Unit Owner printed name

\_\_\_\_\_  
Witness signature (applicable)

~~\_\_\_\_\_  
Unit Owner Signature (if 2nd)~~

\_\_\_\_\_  
Witness printed name

~~\_\_\_\_\_  
Unit Owner printed name~~

STATE OF Ohio, COUNTY OF Warren. The foregoing instrument was acknowledged before me this second day of October, 2009

by Kathleen D Schmitt, Unit Owner, Unit Number 204

who is [ ] personally known to me or who as [  ] produced

FDL 5530504 506690 as identification.

[Signature]  
Signature

TERRA KOCH

Notary Public, State of Ohio  
My Commission Expires Sept. 8, 2011

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 202

Danny L. Bradberry  
Witness signature

[Signature]  
Unit Owner Signature

DANNY L. BRADBERRY  
Witness printed name

Dennis Abercrombie  
Unit Owner printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Unit Owner printed name

STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 5th day of October, 2009 by Dennis Abercrombie, Unit Owner, Unit Number 202, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

Rebecca Wisor  
Signature

March 25, 2011  
Commission expiration date

DD 654848  
Serial number

AFFIX SEAL:

REBECCA WISOR  
Notary Public, State of Florida  
My comm. exp. Mar. 25, 2011  
Comm. No. DD 654848

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 101

[Signature]

Witness signature

George [Signature]  
Witness printed name

Howard Allgood  
Unit Owner Signature <sup>Partner</sup>  
for Bluewater Charters LLLP  
Bluewater Charters LLLP  
Unit Owner printed name Howard Allgood

Witness signature

Unit Owner Signature (if 2<sup>nd</sup> applicable)

Witness printed name

Unit Owner printed name

STATE OF Georgia, COUNTY OF Fayette. The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2009 by Howard Allgood, Unit Owner, Unit Number 101, who is [  ] personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

Cynthia K. Mobley  
Signature

Notary Public for the State of Georgia  
My Commission Expires: 2/2012

Commission expiration date

Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 104

[Signature]  
Witness signature

Judy V. Angyalffy  
Unit Owner Signature

HENRY VOORPE  
Witness printed name

Judy V. Angyalffy  
Unit Owner printed name

[Signature]  
Witness signature

Unit Owner Signature (if 2<sup>nd</sup> applicable)

Ora P. Vorpe  
Witness printed name

Unit Owner printed name

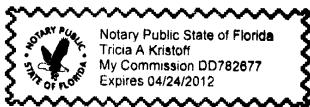
STATE OF Florida, COUNTY OF St. Johns. The foregoing instrument was acknowledged before me this 7<sup>TH</sup> day of October, 2009 by Judy V. Angyalffy, Unit Owner, Unit Number 104, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

[Signature]  
Signature

04/24/2012  
Commission expiration date

DD 782677  
Serial number

AFFIX SEAL:



IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: #103

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

SCOTT LYONS  
Witness printed name

HENRY A. VORPE JR.  
Unit Owner printed name

[Signature]  
Witness signature

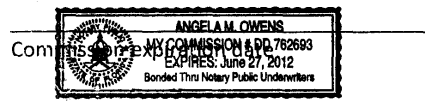
[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

Angela Owens  
Witness printed name

ORA P. VORPE  
Unit Owner printed name

STATE OF Florida, COUNTY OF Duval. The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2009 by Henry A. Vorpe & Ora P. Vorpe, Unit Owner, Unit Number 103, who is  personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature



Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 105

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature

Angela Owens  
Witness printed name

Richard A. Thomas  
Unit Owner printed name

[Signature]  
Witness signature

Unit Owner Signature (if 2<sup>nd</sup> applicable)

HEJAY A. NORPE JR.  
Witness printed name

Unit Owner printed name

STATE OF Florida COUNTY OF Duval. The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2009 by Richard A. Thomas, Unit Owner, Unit Number 105, who is  personally known to me or who as  produced \_\_\_\_\_ as identification.

[Signature]  
Signature



Commission Expires \_\_\_\_\_

Serial number

AFFIX SEAL:

IN WITNESS WHEREOF, in accordance with the provisions of Article IX. Paragraph C of the Declaration the Association has caused this Amendment to be duly executed as of the date hereof by vote of not less than 66 2/3% of the voting interests in the Association without a formal meeting of the members by instrument executed herewith as attested by signatures set forth below:

Signed, Sealed and Delivered in the presence of:

UNIT NUMBER: 301

[Signature]  
Witness signature  
Colleen Austin

[Signature]  
Unit Owner Signature  
Baron L. Bartlett

Witness printed name

Unit Owner printed name

[Signature]  
Witness signature

[Signature]  
Unit Owner Signature (if 2<sup>nd</sup> applicable)

**STEPHANIE BURCH**

Kim Bartlett  
Unit Owner printed name

Witness printed name

STATE OF Florida, COUNTY OF St. Johns. The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2009 by Baron L. Bartlett and Kimberly Bartlett Unit Owner, Unit Number \_\_\_\_\_, who is [] personally known to me or who as [ ] produced \_\_\_\_\_ as identification.

[Signature]  
Signature **STEPHANIE BURCH**



Commission expiration date

Serial number

AFFIX SEAL:



CORONA DEL MAR CONDOMINIUMS  
BOAT SLIP ASSIGNMENTS  
Last Revision: September 2009  
Scale: 1" = 20'

EXHIBIT "A"



Dimension: (perpendicular to slip)

