

Certificate of Amendment

to the
BYLAWS
of

**ISLAND HOUSE
OF CRESCENT BEACH, INC.**

Public Records of
St. Johns County, FL
Clerk# 03-042640
O.R. 1978 PG 1267
01:36PM 06/20/2003
REC \$9.00 SUR \$1.50

We hereby certify that the amendment to the Bylaws attached hereto and made a part hereof (said Declaration being originally recorded in Official Records Book 262 at Page 561 of the Public Records of St. Johns County, Florida and as thereafter amended) received an affirmative vote of two thirds (2/3) of all Unit Owners present in person or by proxy and casting votes at the Annual Meeting held August 24, 2002 at 10:00 a.m. held at 5650 A1A South, St. Augustine, FL, as required by Bylaws of the Association; and that as a result of the foregoing, said amendment has been duly adopted pursuant to the aforementioned provision of the documents.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 12th day of June, 2003 at St. Augustine, Florida county of St. Johns.

Island House of Crescent Beach, Inc.

(Corporate Seal)

By Richard O. Lewis

Mr. Richard Lewis, President

Attest: Marie J. Pamily

Ms. Marie Pamily, Secretary
PAMILY

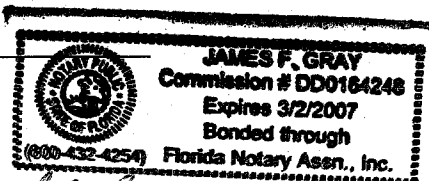
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing Certificate of Amendment was acknowledged before me by the President of the Association, Mr. Richard Lewis who is personally known to me, and after being duly sworn certified and acknowledged executing the foregoing under the authority duly vested in him by the Association for the purposes and reasons therein expressed on behalf of the aforementioned Association. Witness my hand and seal this 12 day of June 2003.

[Signature]
Notary Public, State of Florida
My Commission Expires:



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment was acknowledged before me by the Secretary of the Association, Ms. Marie Pamily who is personally known to me, and after being duly sworn certified and acknowledged attested to the foregoing under the authority duly vested in him by the Association for the purposes and reasons therein expressed on behalf of the aforementioned Association. Witness my hand and seal this 14th day of June, 2003.

[Signature]
Notary Public, State of Florida
My Commission Expires:

KATHLEEN M. GUSS
Notary Public, State of New York
No. 4933613
Qualified in Westchester County
Term Expires July 25, 2006

In & Return:

This certificate was prepared by:
Island House of Crescent Beach, Inc.
5650 A1A South
St. Augustine, FL 32080

BYLAWS AMENDMENT
of
ISLAND HOUSE
OF CRESCENT BEACH, INC.

Bylaws:

- 3.1 Membership.† The affairs of the Association shall be managed by a Board of Directors composed of five (5) ~~seven (7)~~ members.

† Underline existed in original text
New text underlined; deleted text ~~struck through~~.

17 Rec
6900
900

Recorded in Public Records St. Johns County, FL
Clerk # 95000725 O.R. 1090 PG 1297 02:49PM 01-10-95
Recording 69.00 Surcharge 9.00

BY-LAWS OF
ISLAND HOUSE OF CRESCENT BEACH, INC.

718.112(1)(b), Fla.Stat. 1992

1. GENERAL

1.1 Identity. These are the By-Laws of ISLAND HOUSE OF CRESCENT BEACH, INC., hereinafter referred to as the Association, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation thereof having been filed in the Office of the Secretary of State, State of Florida, on September 21, 1973.

1.2 Purpose. The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the Condominium Act in these By-Laws, upon land located in St. Johns County, Florida.

1.3. Office. The Association office will be at the Island House Condominium, 5650 North Highway 1A South, St. Augustine, FL 32804.

1.4 Fiscal Year. The Fiscal Year of the Association shall be the calendar year.

1.5 Seal. The Seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation, an impression of which is as follows:

1.6 Qualifications for Association Membership. The members of the Association shall consist of all of the record owners of Condominium parcels which by the Declaration of Condominium refer to this Association, provided that the aggregate number of members at one time shall not exceed sixty (60).

See Return

PREPARED BY AND MAIL TO:
→ Brent G. Siegel, Esquire
P. O. Box 90028
Gainesville, FL 32607

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. The annual meeting of the members shall be held at the office of the Association at 10:00 a.m. Eastern Standard Time, on the fourth Saturday of August of each year for the purpose of electing Directors and the transaction of any other business authorized to be transacted by the members; provided, however, that if said date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special Meetings. Special meetings of the members shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.

2.3 Notice of Meeting. Notice of all meetings of the members stating the time and place and the agenda for which the meeting is called shall be given by the Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or delivered not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving the notice. Notice of the annual meeting of the Association shall also be posted on the condominium property at least fourteen (14) continuous days preceding the annual meeting.

2.4 Quorum. A quorum at the meetings of the members shall consist of a majority of the voting interests of the Association. The acts approved by a majority of the votes cast at the meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable law.

2.5 Voting Rights. At any meeting of members, the owner of each unit shall be entitled to cast one vote for each unit he owns.

2.6 Designation of Voting Representative. If a unit is owned by one person, or family, the individual right to vote shall be established by the record title to each unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be

designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of the unit. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by general or special proxy. As allowable by applicable Florida law, limited proxies shall be in a form which substantially conforms to the limited proxy form adopted by the State of Florida, Division of Condominiums. Proxies are valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof, and shall be valid for a maximum period of ninety (90) days. Proxies must be filed with the Secretary of the Association before adjournment of the meeting. No proxy, limited or general, may be used to elect board members. No person shall be allowed to vote more than five (5) proxies on any issue.

2.8 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 Order of Business. The order of business at the annual meetings of the members and as far as practical or applicable at the other meetings of the members shall be as follows:

- a. Election of chairman of the meeting.
- b. Calling of the roll and certifying proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Approval of agenda, reading and disposal of any unapproved minutes.
- e. Approval of minutes.
- f. Election of Board Members
- g. Reports of Directors.
- h. Reports of Officers.
- i. Reports of Committees.
- j. Unfinished business.
- k. New business.
- l. Future meeting schedule.
- m. Adjournment.

3. BOARD OF DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors composed of seven (7) members.

3.2 Election of Directors. Election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual meeting of the members, or at a special meeting called for that purpose.

b. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the association of intent to run. At this meeting the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

c. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting to be entitled to cast his votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of board of administration members. Where there are less than or an equal number of vacancies, no election is required and those qualified are automatically elected.

d. Vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by affirmative vote of a majority of the remaining Directors unless a majority of the seats of the Board of Directors are vacant, in which case the vacancies shall be filled in accordance with procedural rules adopted by the State of Florida, Division of Condominiums.

e. Any Directors may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose.

3.3 Term. Each Director shall be elected for a staggered two year term.

3.4 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

3.5 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date stated for such meeting.

3.5(A) Posted Notice Of Meetings. Except in emergency situations notice of all meetings, regular or special, of the Directors, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours prior to such meeting.

3.6 Special Meetings. Special meetings of the Directors may be called by the President of the Association, and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

3.8 Quorum. A quorum at meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 Presiding Officer. The presiding officer at meetings of Directors shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

3.12 Order of Business. The order of business at meetings of the directors shall be as follows:

- a. Calling of the roll.
- b. Proof of due notice or waiver of notice of the meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Election of officers.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.13 Fees of Directors. The fees of Directors, if any, shall be determined by the members of the Association.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by unit owners when such is specifically required.

5. OFFICERS.

5.1 Executive Officers. The executive officers of the Association shall be a President, Vice President, Treasurer, and a Secretary. The executive officers will be elected annually by the Board of Directors. The executive officers may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers

and duties as the Board shall find to be required in the management of the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the power and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

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

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the Seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The official records of the Association shall be maintained in St. John's County, Florida, and shall be open to inspection by any Association member, or authorized representative of such member, at all reasonable times. The right to inspect the official records includes the right to make or obtain copies, at reasonable expense.

5.5 Treasurer. The Treasurer will be responsible for maintaining the financial books and records of the Association. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer as prescribed by the Board of Directors. The financial books and records of the Association shall be maintained in St. John's County, Florida, and shall be open to inspection by any Association member, or authorized representative of such member, at all reasonable times. The right to inspect the official records includes the right to make or obtain copies, at reasonable expense.

5.6 Compensation of Officers. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that fees of Directors shall be determined by the members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

5.7 Manager. The Board of Directors, in compliance with Article III, 3.2h and 3.2i of the Articles of Incorporation, and Item 4 of the By-Laws, shall contract for the management of the Condominium and employ personnel to perform services required for the proper operation of the Condominium. The Board shall designate one Director to be the sole point of contact for all official dealings between the Association and the manager and other employees. The performance of the manager will be reviewed at each Annual Meeting by the membership. The retention or termination of employment of the Manager may be acted on at that time if so moved. The Board of Directors will review the manager's contract annually with the manager and make such adjustments as deemed appropriate. The manager may be terminated by the majority vote of the Board of Directors for cause of failure to fulfill the provisions of his/her contract.

6. FISCAL MANAGEMENT.

6.1 Assessment Roll. The assessment roll will be maintained in accounting books containing an account for each unit. Each account will list the name and address of the owner or owners, the dates and amounts of assessments as they come due, the amounts paid on the account and the balance due upon assessments. The assessment roll will be maintained by the Treasurer.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association, and the receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, capital expenditures and deferred maintenance.

c. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitation when approved by not less than fifty percent (50%) of the entire membership of the Association and further provided that until the Developer of the Condominium has closed the sales of all of the units in the Condominium known as ISLAND HOUSE or until 1 October 1975, whichever shall occur first, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

e. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member concerned.

f. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting about which the budget will be considered. Unit owners shall be given written notice of the time and place of the meeting of the board of administration which will consider the budget. The meeting will be open to the unit owners.

6.3 Maintenance Fees. Maintenance fees against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance, on or before the 20th day of December preceding the year for which the maintenance fees are made. Such maintenance fees shall be due and payable in twelve (12) equal installments on the first day of each and every month during the year for which the maintenance fees are made. If an annual maintenance fee is not made as required, a maintenance fee shall be presumed to have been made in the amount of the last prior annual maintenance fee, and monthly installments on such maintenance fee shall be due each installment date until changed by an amended maintenance fee. In the event the annual maintenance fee proves to be insufficient, the budget and maintenance fee may be amended at any time by the Board of Directors, as allowed by applicable law and if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account

that does exceed such limitations shall be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment maintenance fee for the remaining portion of the calendar year for which an amended maintenance fee is made shall be due and payable in equal monthly installments on the first day of each and every month during the remaining portion of said calendar year. The first maintenance fee shall be determined by the Board of Directors of the Association. Any maintenance fees, annual, monthly, or special, which are not paid within thirty (30) days after the due date, will be delinquent. Delinquent maintenance fees will bear simple interest from the date of the delinquency at an annual rate of 18%, and the Association may bring an action at law against the member and/or unit owner obligated to pay the same and/or foreclose a lien against the property. Interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such delinquent maintenance fee. The Board of Directors will calculate the annual maintenance fee at its annual meeting.

6.4 Acceleration of Assessment Installments Upon Default. If the owner of a unit shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the owner of the unit and filing of a claim of lien, and then the unpaid balance of the annual assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

6.5 Assessments for Emergencies. Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners of units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes (30 votes) of the owners of units concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6 Bank Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be checks signed by such persons as are authorized by the Directors.

6.7 Audit. The accounts of the Association will be compiled and annual financial statements will be prepared by a Certified Public Accountant selected by the Board of Directors. A copy of these financial statements will be furnished to each member not later than 1 March of the year following the year represented by the financial statements.

6.8 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonds for all officers and employees of the Association handling or responsible for assessments, insurance proceeds or any other funds relating to the Condominium including all individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The premiums on such bonds shall constitute a common expense. If the annual gross receipts of the Association are less than \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each person. If the annual gross receipts of the Association equal or exceed \$100,000.00, but are less than \$300,000.00, the bond shall be in the principal sum of not less than \$30,000.00 for each person. If gross receipts of the Association equal or exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 per person.

7. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time make, adopt, amend and endorse, reasonable regulations respecting the use of the respective Condominium properties, and any property in which the Association owns an interest, and said Rules and Regulations shall implement the following general policies:

7.1 An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the Condominium as a whole, and prorated by the Board of Directors of the Association.

7.2 An owner of a unit shall maintain his unit in a good state of preservation and cleanliness at all times so that neither his unit nor any other unit will be damaged by his neglect.

7.3 An owner of a unit shall maintain all of the interior installations of the unit, including the maintenance of the water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit and not owned by the Association or covered by the insurance maintained by the Association. Unit owners are solely responsible for all interior installations to their unit, together with the exterior components of their air conditioners, such as compressors and coils.

7.4 It is prohibited to hang garments, rugs, etc., from the windows, balconies, or from any of the facades of the project. Nor shall garbage, cans, refuse, or other articles or items of this nature be placed in the halls, on the staircase landings, or other common areas, except in areas specifically provided and designed as such by the management.

7.5 It is prohibited to dust rugs, etc., from windows or balconies or to clean rugs, etc., by beating on the exterior part of the project. It is also prohibited to sweep or throw or permit to be swept or thrown from the unit, any dirt, trash, garbage, etc.

7.6 Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers and shall not make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

7.7 An owner shall not post any advertisement or posters of any kind in or on the project except as authorized by a majority of the Board of Directors.

7.8 No owner, resident or lessee shall install wiring for electrical or telephone installation nor shall he install any type of television antenna, machine or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by a majority of the Board of Directors.

7.9 The sidewalks, entrances, passages, vestibules, stairways, corridors, elevators and halls shall not be, in any manner, obstructed or encumbered or used for any purpose other than ingress and egress, to and from the promises.

7.10 The exterior of the units and all other areas appurtenant to a unit shall not be painted, decorated, or modified by any owner in any manner without the prior written approval of the Board of Directors of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.

7.11 The public halls, stairways, and elevators shall not be used as a play area for children nor shall baby carriages, bicycles, or velocipedes be allowed to stand in those areas above mentioned.

7.12 Any damage to buildings, recreational facilities or other common elements caused by any owner or the family, tenants or guests of any owner, in a negligent or deliberate manner, shall be repaired by the owner or repairs paid for by the owner, if so required by the Association.

7.13 The Board of Directors will adopt hurricane shutter specifications for each building within each condominium operated by the Association. The specifications will include color, style, and other factors deemed relevant by the Board of Directors. All specifications adopted by the Board will comply with applicable building codes. Each apartment unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure, by:

a. Removing all furniture, potted plants, and other movable objects from his terrace and balcony; and

b. Designating a responsible firm or individual satisfactory to the Association to care for his apartment should the unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

c. Comply with hurricane shutter specifications as adopted by the Board of Directors.

7.14 Apartment owners must register all rental tenants and/or guests with the management on or before the date of their presence on the Condominium premises.

7.15 Leasing of the apartment unit by the apartment owner is permitted.

7.16 No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained in any Unit or on the common elements, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Unit owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether the number of animals or birds maintained in any unit is reasonable and in compliance with this paragraph or whether a particular pet is constituting a nuisance to other owners or guests.

Owners and guests shall keep any dog, cat or similar pet on a leash at all times that the pet is in any common area. Owners and guests shall confine the walking of any pet to designated areas.

7.17 Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.

7.18 Complaints regarding the management of the apartment units and grounds or regarding action of other owners shall be made in writing to the Association. When a unit owner files a written complaint with the Board of Directors, the Board will respond to the unit owner within thirty (30) days of receipt of the complaint. The Board will give a substantive response to the complainant or notify the complainant that a legal opinion has been requested.

7.19 The agents of the Association and any contractor or workman authorized by the Association may enter any apartment unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium, or the By-Laws of the Association. However, except in a case of emergency, entry will be made by pre-arrangement with the owner.

7.20 AGREEMENT TO BE BOUND BY RULES AND REGULATIONS. Apartment unit owners agree to be bound by these rules and regulations and any amendments, modifications, or changes thereto which may be promulgated by the Board of Directors of the Association.

7.21 These rules and regulations may be modified, added to or repealed at any time by the Association.

8. AMENDMENTS. These By-Laws may be amended in the following manner:

8.1 Notice or Amendment to By-Laws. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.


8.2 Proposal and Adoption of Amendments. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or represented by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (67%) of the entire membership of the Board of Directors, and by not less than two-thirds (67%) of the votes of the entire

membership of the Association. Additionally, proposed amendments must be proposed by the Board in a resolution at a meeting. Notice of these proposed amendments must also be included in any meeting notice at which a proposed amendment is made.

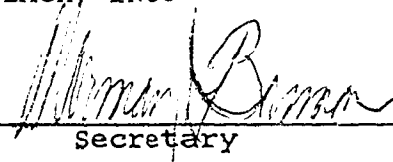
The foregoing were adopted as the By-Laws of Island House of Crescent Beach, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 14th day of July, 1973, revised by the Association on March 19, 1979, and on August 13, 1994.

ISLAND HOUSE OF CRESCENT
BEACH, INC.

BY:


President

ISLAND HOUSE OF CRESCENT
BEACH, INC.


Secretary

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 10th
day of November, 1994, by Bary Miller, President
and _____, Secretary of ISLAND HOUSE OF
CRESCENT BEACH, INC., a Florida not-for-profit corporation, on
behalf of the corporation. _____ and _____
Kary Miller are personally known to me or who have
produced Drivers Lic. as identification and did not take
an oath.

Margie L. Roland
(Typed Name:)
Notary Public - State of Florida
Commission No:



MARGIE L. ROLAND
MY COMMISSION # CC296465 EXPIRES
June 22, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

O.R. 1090 PG 1313

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 3rd
day of October, 1994, by _____, President
and James D. Dorman, Secretary of ISLAND HOUSE OF
CRESCENT BEACH, INC., a Florida not-for-profit corporation, on
behalf of the corporation. _____ and _____
James Dorman are personally known to me or who have
produced _____ as identification and did not take
an oath.

Betsy L Byrne
(Typed Name:)

Notary Public -- State of Florida
Commission No:



74 8815

PREPARED BY:
Return to: Selig I. Goldin
GOLDIN & TURNER
P. O. Box 1251
Gainesville, Florida
32602

AMENDMENT TO
DECLARATION OF CONDOMINIUM
Of ISLAND HOUSE, a Condominium
Highway 1A and Mary Street, Crescent Beach, Florida

MADE this 3rd day of October, 1974, by EUGENE R. DAVIS, JAMES H. GREENE, ROBERT R. ROWE, and STEPHEN SHEY, called Developer, for itself, its successors, grantees and assigns.

WHEREAS, on 26 September 1974 the undersigned executed the Declaration of Condominium of Island House, a condominium, which said Declaration of Condominium is recorded in Official Record Book 262, at Pages 561 to 611, inclusive, of the Public Records of St. Johns County, Florida, and

WHEREAS, no apartment units have been conveyed by Developer, and

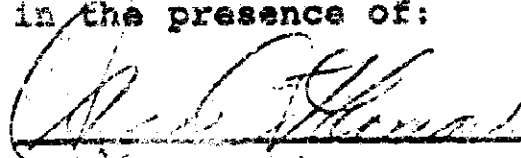
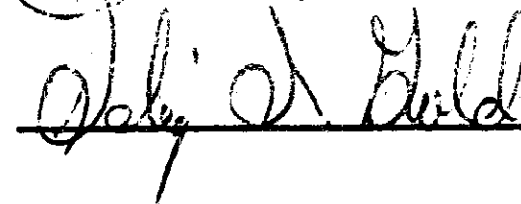
WHEREAS, it has become necessary to amend the Declaration of Condominium,


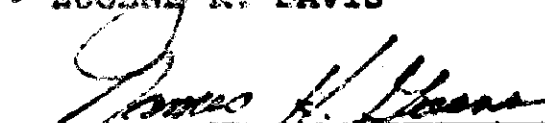
NOW, THEREFORE, Exhibit "B-1" attached to and incorporated in the Declaration of Condominium of Island House, a condominium, dated 26 September 1974, and recorded in Official Record Book 262, at Pages 561 to 611, inclusive, of the Public Records of St. Johns County, Florida, is withdrawn and deleted and Exhibit "B-1" attached hereto is substituted therefore in its place and stead.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium the day and year first above written.

Signed, sealed and delivered
in the presence of:

Developer:

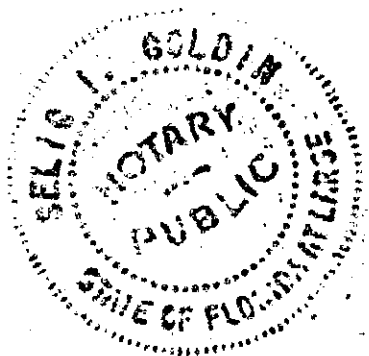

EUGENE R. DAVIS

JAMES H. GREENE

Robert R. Rowe
ROBERT R. ROWE
Stephen Shey
STEPHEN SHEY

STATE OF FLORIDA
COUNTY OF ALACHUA

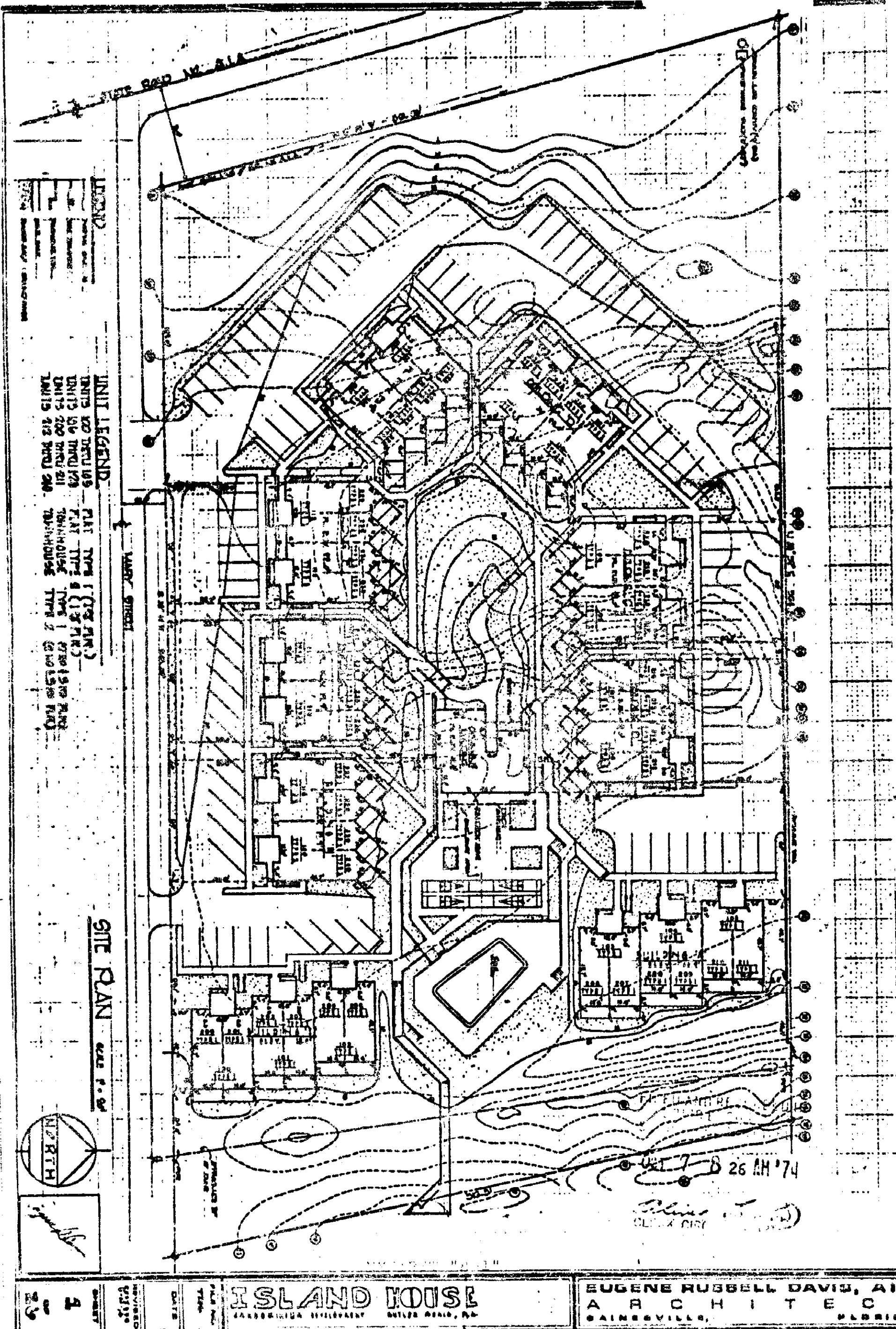
I HEREBY CERTIFY that before me personally appeared
EUGENE R. DAVIS, JAMES H. GREENE, ROBERT R. ROWE, and STEPHEN
SHEY, to me well known and known to me to be the individuals
described in and who executed the foregoing instrument and
acknowledged before me that they executed the same for the
purposes therein expressed.

WITNESS my hand and official seal in the County and
State named above, this 3rd day of October, 1974.



Selig I. Goldin
Notary Public
My Commission Expires: 6-1-76

Notary Public, State of Florida
My Commission Expires: 6-1-76



74 8608

Prepared By: & Return to:
SELIG I. GOLDIN
GOLDIN & TURNER
P. O. Box 1251
Gainesville, Florida 32602

DECLARATION OF CONDOMINIUM

262 PAGE 561

of ISLAND HOUSE, a Condominium,
Highway ALA and Mary Street, Crescent Beach, Florida

MADE this 26th day of September, 1974, by Eugene
R. Davis, James H. Greene, Robert R. Rowe, and Stephen Shey, called
Developer, for themselves, their heirs, successors, grantees and
assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit
the lands described in this instrument and improvements on such
lands to the condominium form of ownership and use in the manner
provided by Chapter 711, Florida Statutes, hereafter called The
Condominium Act.

1.1. Name and Address. The name by which this condominium
is to be identified is ISLAND HOUSE, a condominium, and its address
is Highway ALA and Mary Street, Crescent Beach, Florida.

1.2. The Land. The lands owned by Developer, which by this
instrument are submitted to the condominium form of ownership, are
the following described lands lying in St. Johns County, Florida;

A parcel of land in Government Lot 8, Section 22,
Township 8 South, Range 30 East, and in Section
23 of said Township and Range, all in St. Johns
County, Florida, said parcel of land being more
fully described as follows:

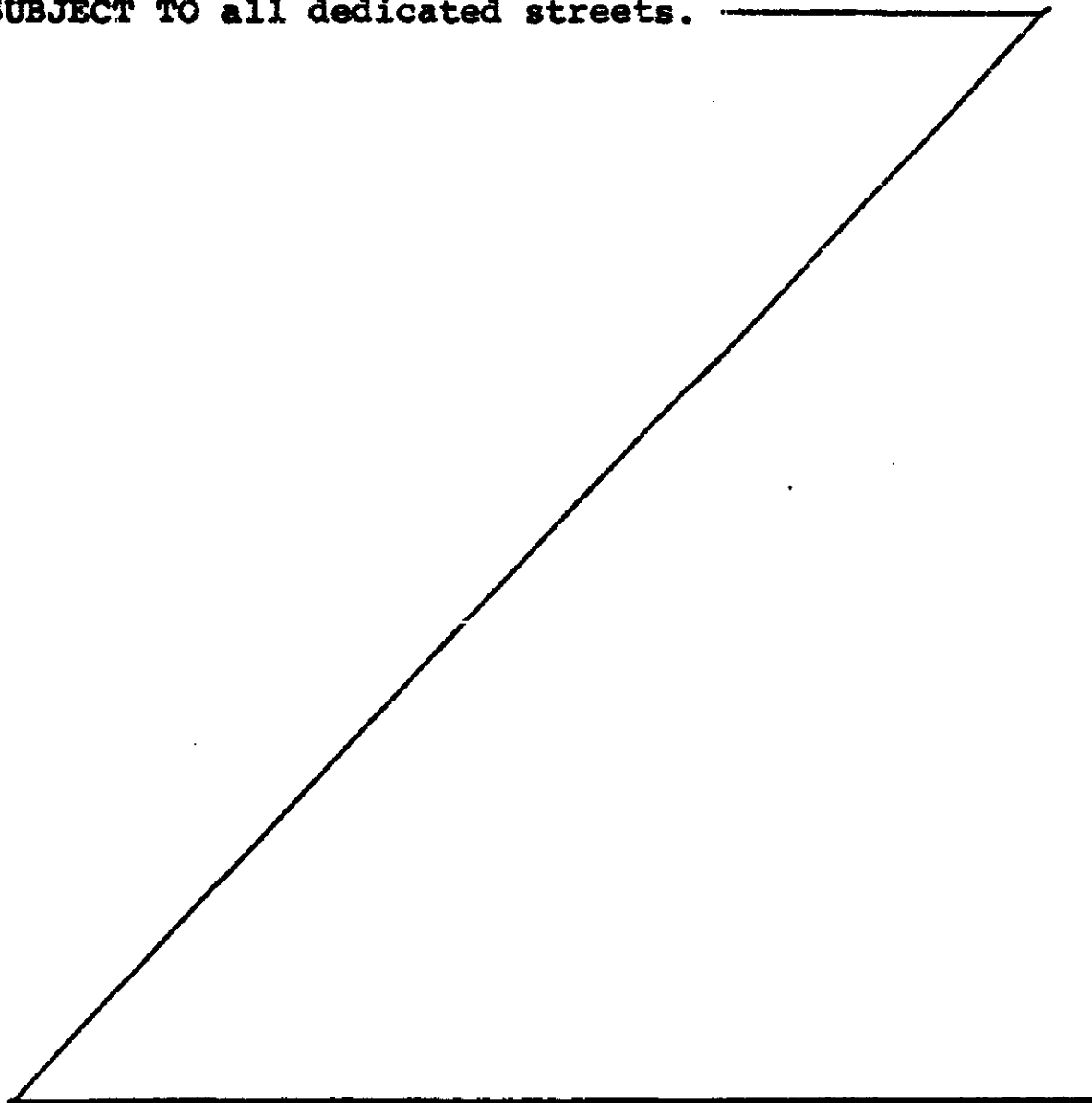
Beginning at the Northwest corner of the herein
described parcel of land at the intersection of
the North line of said Government Lot 8 with the
East right of way line of State Road No. A-1-A,
right of way for said State Road No. A-1-A being
100 feet in width lying 50 feet on each side of
the center line of said road; thence North 88
degrees 52 minutes East, on said North line of
Government Lot 8 and the Easterly extension of
said North line of Government Lot 8, said line
being the North line of Butler's Beach Unit No.
1 as recorded in Map Book 6, Page 22, Public Rec-
ords of said County (the part of said Butler's
Beach Unit No. 1 included within the herein des-
cribed parcel of land being vacated), 717 feet
more or less to the mean high water line of the
Atlantic Ocean; thence Southerly, on said mean
high water line, 313 feet more or less; thence
South 88 degrees 44 minutes West, on the Easter-
ly extension of the North line of Mary Street of
said Butler's Beach Unit No. 1 and on said North
line of Mary Street, 682 feet more or less;
thence North 16 degrees 08 minutes West, on said
East right of way line of State Road No. A-1-A,
321.68 feet to the point of beginning,

formerly described as:

Lots 1 through 22 inclusive, Block A, Lots 1 through 22, inclusive, Block F, and all Block G, BUTLER'S BEACH, Unit No. 1, according to plat thereof recorded in Map Book 6, page 22, public records of St. Johns County, Florida. TOGETHER WITH said land lying East of the East boundary of Block A of said Unit #1, and bounded on the East by the Atlantic Ocean, bounded on the North by the Easterly extension of the North line of said Block A, and bounded on the South by the Easterly extension of the South line of said Block A, Unit #1, according to the map or plat thereof recorded in Map Book 6, page 22, public records of St. Johns County, Florida. EXCEPTING THEREFROM the Westerly 17 feet of said Block G conveyed to the State of Florida for right of way purposes by deed recorded in Deed Book 184, page 1, of said public records.

TOGETHER WITH the right, title and interest of ~~part~~ of the first part, if any, in and to all alluvium, avulsion, reliction and accretions which now, heretofore or hereafter may belong to the above described lands, and also all riparian and littoral rights now, heretofore and hereafter belonging to said lands, together with all right, title and interest of party of the first part in and to any land which lies East of and adjoins the above described lands.

SUBJECT TO all dedicated streets.



2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (§711.03 FLA. STAT.) and as follows unless the context otherwise requires:

2.1. Apartment means unit as defined by the Condominium Act and is that portion of the Condominium Property that is subject to private ownership.

2.2. Apartment Owner means unit owner as defined by the Condominium Act.

2.3. Association means ISLAND HOUSE OF CRESCENT BEACH, INC., and its successors; a corporation not-for-profit organized and existing under the State of Florida for the purpose of operating a Condominium.

2.4. Articles means the Articles of Incorporation of the Association.

2.5. By-Laws means the By-Laws of the Association.

2.6. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium, as well as the portions of the Condominium property not included in the Apartments.

2.7. Common expenses means expenses for which the Apartment Owners are liable to the Association and includes:

a. administration, maintenance, insurance, operation, utilities, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the By-Laws, including but not limited to losses from revenue-producing operations.

c. any valid charge against the condominium property as a whole.

2.8. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.9. Singular, plural, gender. Whenever the context so permits,

the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.10. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal and television antenna system.

3. Development plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Eugene R. Davis, Architect, a portion of which plans are attached as the following exhibits:

Exhibit B - Plans:

B-1	Site Plan
B-2	Typical floor plan for Type 1 Apartments
B-3	Typical floor plan for Type 2 Apartments
B-4	Elevations

The certificate of the Architect is attached hereto as Exhibit C.

3.3. Amendment of plans.

a. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the

Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartment or of the condominium, whether or not elsewhere required for an amendment.

3.4. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building or where constructed in the building, unless approved in writing by the apartment owner.

3.5. Improvements - general description.

a. Apartment building. The condominium includes nine (9) apartment buildings, each building consisting of a ground floor, and two (2) additional floors, making a total of three (3) floors. The buildings contain sixty (60) owners' apartments.

b. Other improvements. The condominium includes a commons building, gardens and landscaping, swimming pool, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements.

3.6. Apartment boundaries. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;

(2) Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an

intersection with the upper and lower boundaries:

(1) Interior apartment walls - the vertical planes of the inner surface of walls bounding or within an apartment extended to intersections with other perimetrical boundaries.

3.7. Common elements. The common elements include the land and any improvements which are not included within the units together with such other items as are set forth in the Condominium Act; that owners shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings together with the walls and partitions contained within the perimeter boundaries of the owner's respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portions of those items defined as common elements by the Condominium Act.

3.8. Balconies. The balconies adjacent to owners' apartments shall be common elements; provided, however, that the adjacent apartment owner shall be entitled to and shall have the exclusive use of the balconies or balcony adjacent to each owners' apartment.

4. The apartments. The apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows;

4.1 Property. The condominium property is declared to contain sixty (60) units, each of which, together with its appurtenances constitutes a condominium parcel. Each condominium parcel is a separate parcel of real property the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of a condominium unit together with the following appurtenances:

- a. An undivided share in the common elements.
- b. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

c. Membership in the Association and undivided share in the common surplus of the Association.

d. The right to use, occupy, and enjoy community facilities subject to the provisions of this Declaration, the By-Laws and rules and regulations.

e. A copy of this Declaration of Condominium together with Schedule and Exhibits referred to herein.

f. The easements described in Paragraph 3.4.

4.2. Identification of Apartments. Each apartment is identified by the use of sequential numbers in the horizontal plane and increasing by hundreds in the vertical plane, thus designating location and floor upon which the apartment is located. For example: Apartment 101, 102, 103 ... 111 would designate first floor apartments and Apartment 201, 202, 203 ... 211 would designate townhouse apartments which occupy the second and third floors. Each building is marked by a letter such as "A".

4.3. Typical apartment plans. There are four (4) typical apartment floor plans, which are designated by the two capital letters 1 and 2. These apartments are described generally below and by sketches attached as the exhibits indicated in the following schedule, but reference should be made to the building plans, which are Exhibit B, for correct details.

<u>Apartment</u>	<u>Containing</u>	<u>Exhibit</u>
Type 1 Flat	Livingroom - dining room combination, kitchen, utility room, two bedrooms, and two bathrooms	B-2
Type 1 Townhouse	Livingroom - dining room combination, kitchen, utility room, two bedrooms, two and one-half bathrooms	B-2
Type 2 Flat	Livingroom - dining room combination, kitchen, utility room, two bedrooms, two bathrooms	B-3
Type 2 Townhouse	Livingroom - dining room combination, kitchen, utility room, two bedrooms, two and one-half bathrooms	B-3

4.4. Appurtenances to apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartments as indicated:

a. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

An undivided 1.6667 % share to each Type 1 Flat and Type 1 Townhouse

<u>18</u> (number of)	such apartments	<u>30 %</u> (percentage multiplied by number of apartments)
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An undivided 1.6667 % share to each Type 2 Apartment

<u>42</u> (number of)	such apartments	<u>70 %</u> (percentage multiplied by number of apartments)
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Total	100.00%
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b. Limited common elements: The limited common elements and the apartments to which they are appurtenant are as follows:

(1) Automobile parking spaces for automobiles of the apartment owners. Parking spaces may or may not be assigned, and will be available for use pursuant to the regulations of the Association, which regulations shall provide that the occupants of each apartment shall be entitled to a parking space for one automobile without charge. The Association shall have the authority to charge a reasonable fee for the parking of automobiles in excess of one space for each apartment.

4.5. Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Apartments.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing

columns and load-bearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the Owners. Each apartment unit owner shall maintain his apartment unit in a neat and proper manner. If an apartment unit owner fails to do so the Association reserves the right to maintain and repair such apartment unit and any expenses incurred by the Association shall be assessed against the apartment unit owner and shall be a lien for assessments as herein provided.

5.2. Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 51% of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other.

There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1. Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. Provided, however, that if services are made available to apartment owners from a revenue-producing operation, such as but not limited to the operation of a restaurant or bar, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon an apartment, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of an apartment owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4. Rental pending foreclosure. In any foreclosure of a

lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by the Association of Owners known as ISLAND HOUSE OF CRESCENT BEACH, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit D.

7.2. The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit E.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets.

a. The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

b. A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

c. The shares in the common elements appurtenant to units shall remain undivided and no action or partition of the common elements shall lie.

d. The share of the member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5. Approval or disapproval of matters. Whenever the

decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming ~~that~~, and as agent for their mortgagee, if any. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with a minimum of One Million and No/100 Dollars (\$1,000,000.00), including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners jointly and severally and the Association.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Gainesville Atlantic Bank, Gainesville, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - An undivided share of each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair after casualty.

9.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Apartment building.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty

it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 50% of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The Proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, 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 that 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 provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, ~~then~~ the construction funds shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction funds shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction funds 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. 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 required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

(6) Eminent Domain. In the event a governmental exercise of the power of eminent domain takes an apartment unit, the apartment unit owner shall give all right, title and interest in this condominium and the common elements of the condominium by appropriate deed or instrument to the Association.

10. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

10.1. Apartments. Each of the apartments shall be occupied as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a

smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5. Leasing and Renting. Entire apartments may be leased or rented when done so in strict accordance and compliance with the Regulations, if any, as promulgated in the By-laws of ISLAND HOUSE OF CRESCENT BEACH, INC.

10.6. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.7. Rental of Apartments by Developer. Until such time as an apartment unit is sold by the Developer the Developer reserves the right to lease or rent such apartments notwithstanding any provision to the contrary adopted by the Association.

10.8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

11.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

11.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations

adopted pursuant to them, and the documents and Regulations 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.

11.3. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

12. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

12.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. not less than 75% of the votes of the entire membership of the Association; or

c. until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

12.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment

nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

12.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of St. Johns County, Florida.

13. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

13.1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

13.2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be

irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

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

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

c. Payment. The purchase price shall be paid in cash.

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

13.3. 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.

13.4 Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

13.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

14. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

Developer:

W. D. Halden
Paul Thomas
As to ERD

Eugene R. Davis
EUGENE R. DAVIS

W. D. Halden
Paul Thomas
As to JHG

James H. Greene
JAMES H. GREENE

W. D. Halden
Paul Thomas
As to RRR

Robert R. Rowe
ROBERT R. ROWE

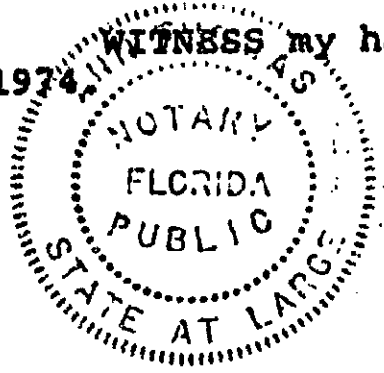
W. D. Halden
Paul Thomas
As to SS

Stephen Shey
STEPHEN SHEY

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me personally appeared EUGENE R. DAVIS to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

1974 WITNESS my hand and official seal, this 26th day of September



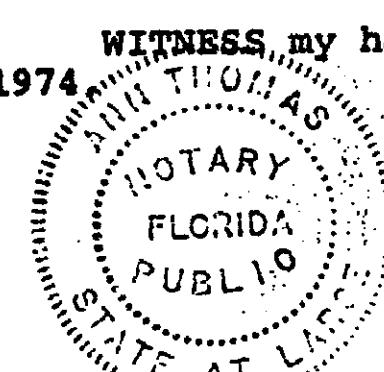
[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 1, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me personally appeared JAMES H. GREENE to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

1974 WITNESS my hand and official seal, this 26th day of September



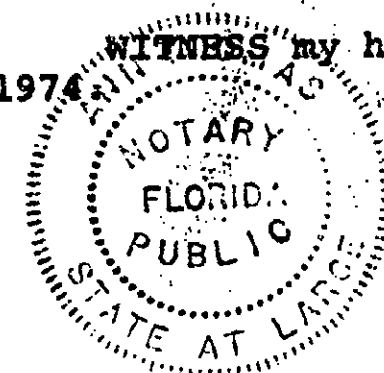
[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 1, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me personally appeared ROBERT R. ROWE to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

1974 WITNESS my hand and official seal, this 26th day of September



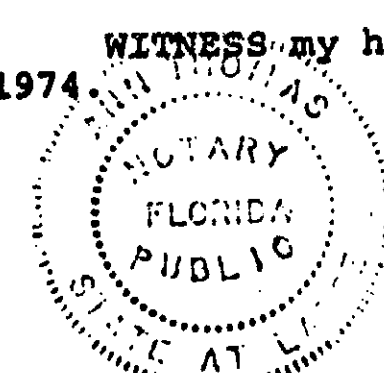
[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 1, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me personally appeared STEPHEN SHEY to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

1974 WITNESS my hand and official seal, this 26th day of September



[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 1, 1977
Bonded by American Fire & Casualty Co.

CONSENT OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF
MID-FLORIDA, the owner and holder of a Mortgage upon the following
lands in St. Johns County, Florida:

A parcel of land in Government Lot 8, Section 22,
Township 8 South, Range 30 East, and in Section
23 of said Township and Range, all in St. Johns
County, Florida; said parcel of land being more
fully described as follows:

Beginning at the Northwest corner of the herein
described parcel of land at the intersection of
the North line of said Government Lot 8 with the
East right of way line of State Road No. A-1-A,
right of way for said State Road No. A-1-A being
100 feet in width lying 50 feet on each side of
the center line of said road; thence North 88
degrees 52 minutes East, on said North line of
Government Lot 8 and the Easterly extension of
said North line of Government Lot 8, said line
being the North line of Butler's Beach Unit No.
1 as recorded in Map Book 6, Page 22, Public Rec-
ords of said County (the part of said Butler's
Beach Unit No. 1 included within the herein des-
cribed parcel of land being vacated), 717 feet
more or less to the mean high water line of the
Atlantic Ocean; thence Southerly, on said mean
high water line, 313 feet more or less; thence
South 88 degrees 44 minutes West, on the Easter-
ly extension of the North line of Mary Street of
said Butler's Beach Unit No. 1 and on said North
line of Mary Street, 682 feet more or less;
thence North 16 degrees 08 minutes West, on said
East right of way line of State Road No. A-1-A,
321.68 feet to the point of beginning,

formerly described as:

Lots 1 through 22 inclusive, Block A, Lots 1
through 22, inclusive, Block F, and all Block G,
BUTLER'S BEACH, Unit No. 1, according to plat
thereof recorded in Map Book 6, page 22, public
records of St. Johns County, Florida. TOGETHER
WITH said land lying East of the East boundary
of Block A of said Unit #1, and bounded on the
East by the Atlantic Ocean, bounded on the North
by the Easterly extension of the North line of
said Block A, and bounded on the South by the
Easterly extension of the South line of said
Block A, Unit #1, according to the map or plat
thereof recorded in Map Book 6, page 22, public
records of St. Johns County, Florida. EXCEPTING
THEREFROM the Westerly 17 feet of said Block G
conveyed to the State of Florida for right of
way purposes by deed recorded in Deed Book 184,
page 1, of said public records.

TOGETHER WITH the right, title and interest of
party of the first part, if any, in and to all

alluvium, avulsion, reliction and accretions which now, heretofore or hereafter may belong to the above described lands, and also all riparian and littoral rights now, heretofore and hereafter belonging to said lands, together with all right, title and interest of party of the first part in and to any land which lies East of and adjoins the above described lands.

SUBJECT TO all dedicated streets.

which Mortgage is dated 26 July 1973 and is recorded in Official Record Book 236, Page 244 of the Public Records of St. Johns County, Florida, hereby consents to the making and filing of the Declaration of Condominium of ISLAND HOUSE, a Condominium, and agrees that the lien of its Mortgage shall be transferred to and attach upon all of the condominium parcels of ISLAND HOUSE, a Condominium, as created by the Declaration of Condominium, together with all of the appurtenances to the condominium parcels including but not limited to all of the undivided shares in common elements.

DATED this 26th day of September, 1974.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF MID-FLORIDA

Signed, sealed and delivered
in the presence of:

By

James D. Sheppard
JAMES D. SHEPPARD
Senior Vice-President

Michael R. Puckett

William Dean W. Denton

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JAMES D. SHEPPARD, well known to me to be the Senior Vice-President respectively of First Federal Savings and Loan Association of Mid-Florida and known by me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same freely

and voluntarily and for the uses and purposes in said instrument set forth.

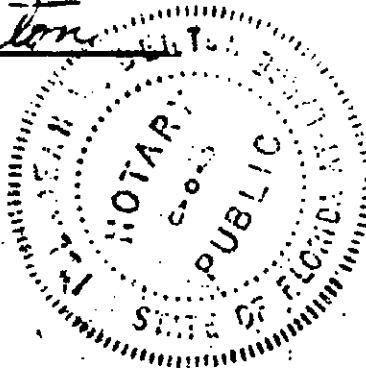
WITNESS my hand and official seal in the County and State aforesaid this 26th day of September, 1974.

William W. Norton

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES FEB. 20, 1977
Bonded Thru General Insurance Underwriters.



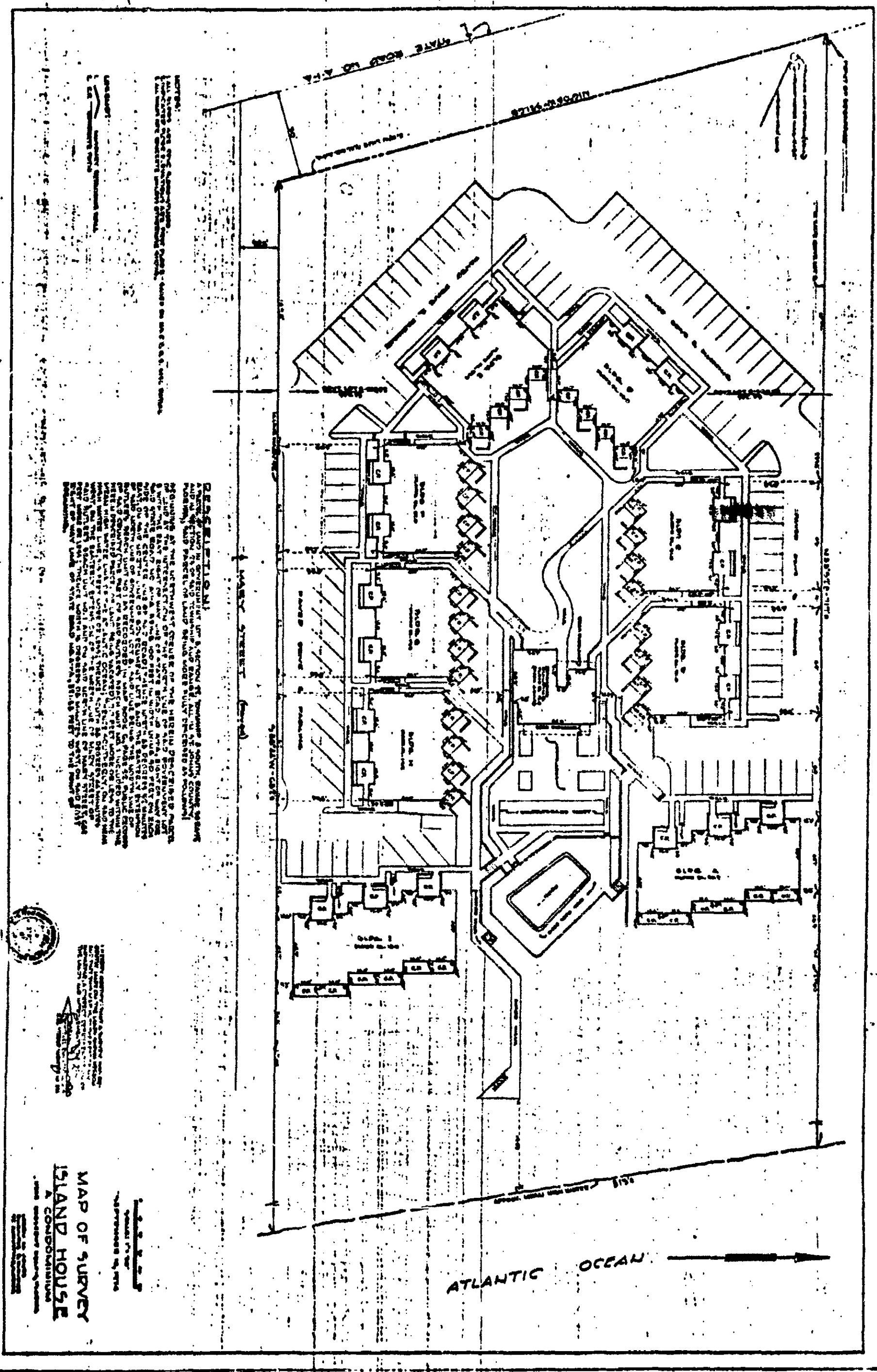
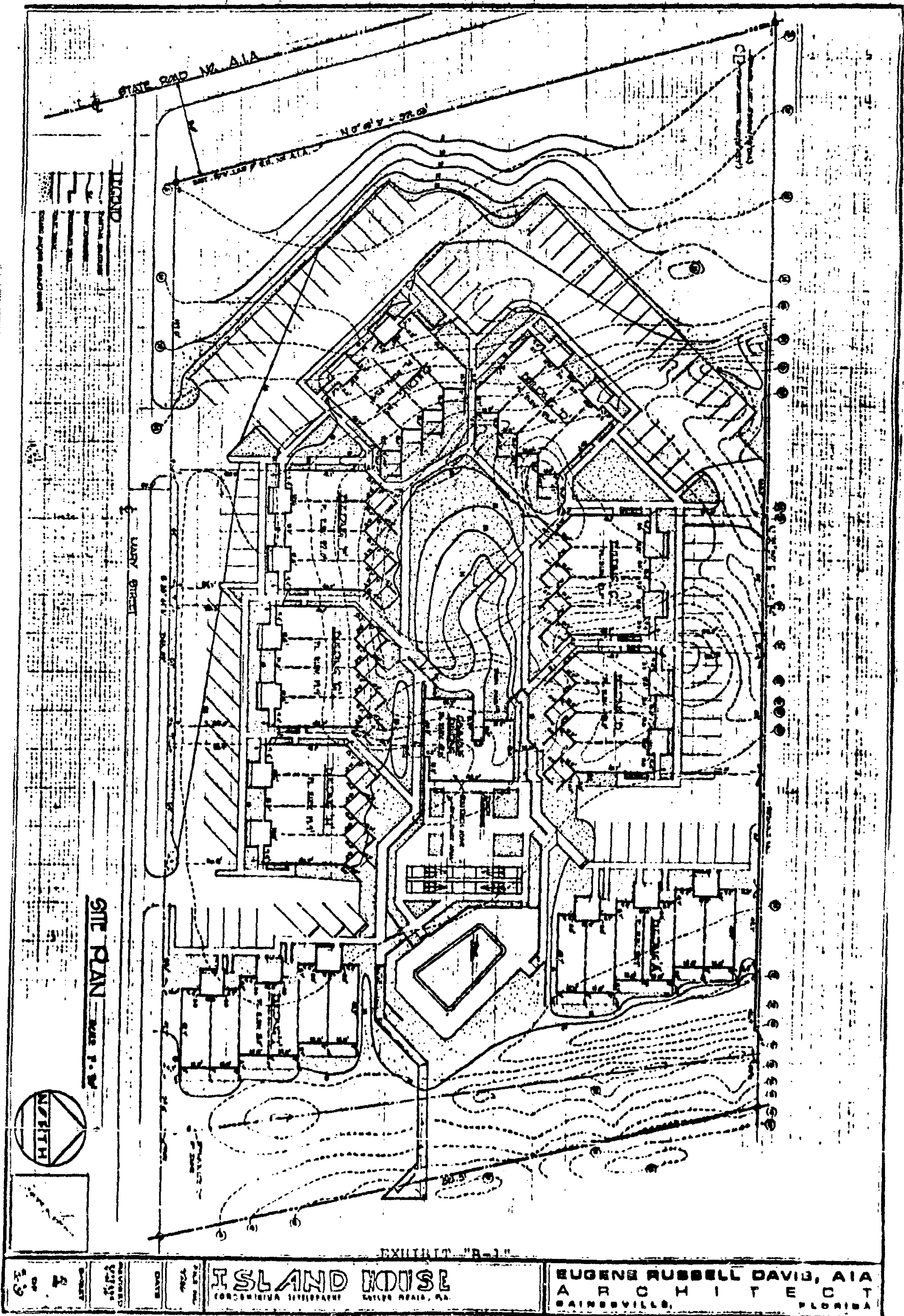


EXHIBIT "A"



SECOND FLOOR - MODEL PLAN
TYPE ONE

SCALE 1/8" = 1'-0"

SECOND FLOOR - HOUSE LE FLORE
TYPE ONE

THIRD FLOOR - HOUSE LE FLORE
TYPE ONE

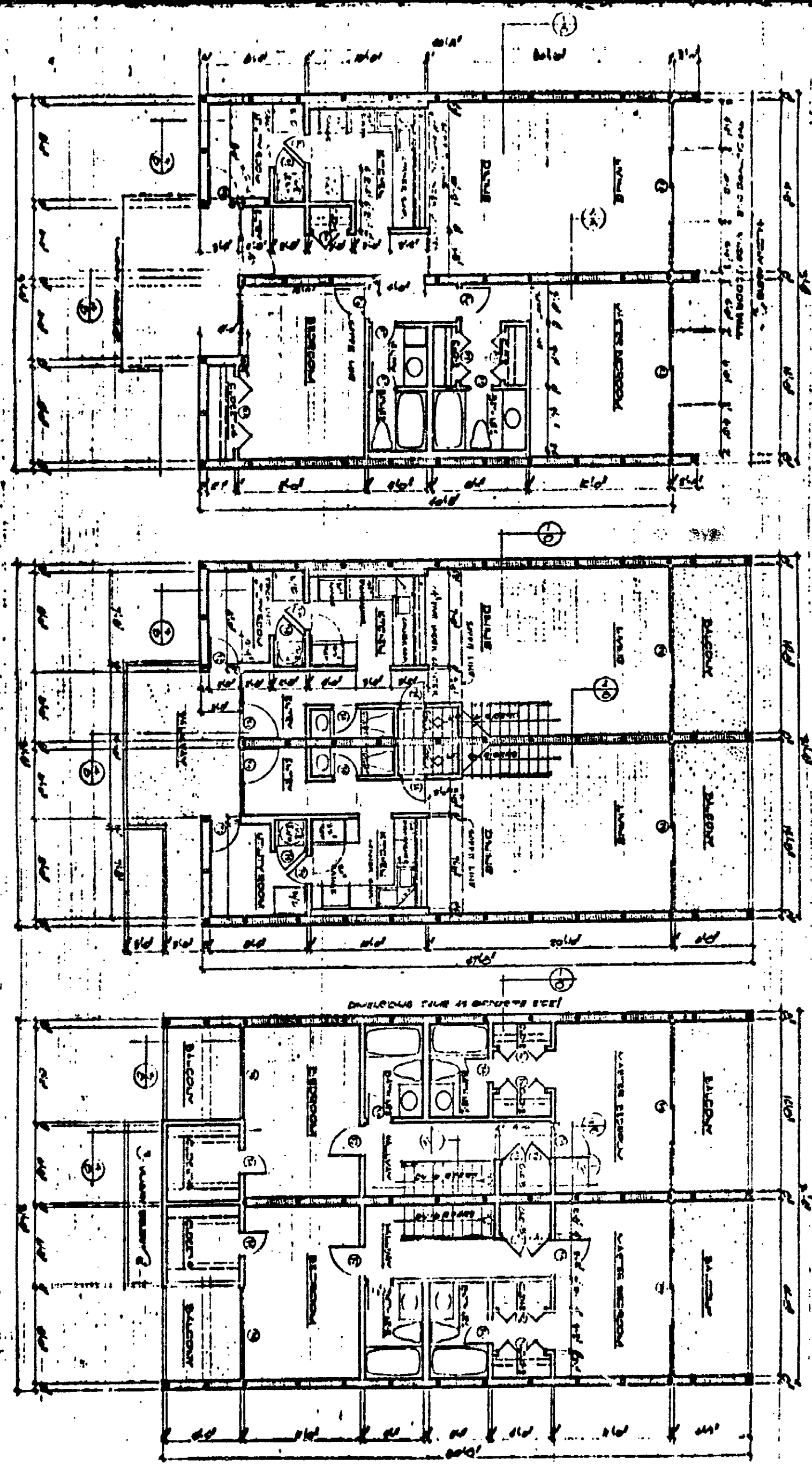
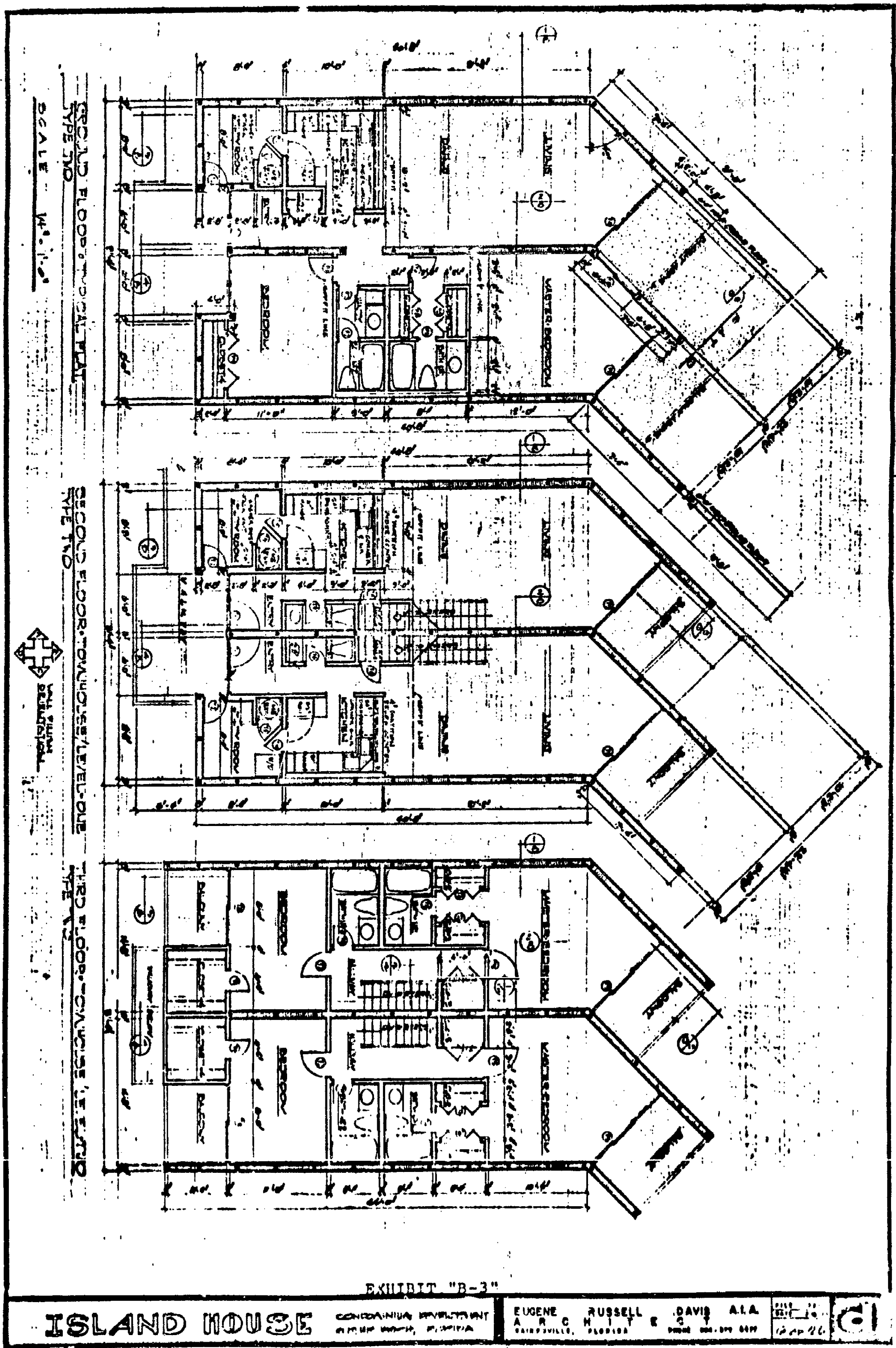


EXHIBIT "B-2"



SCALE 1/8" = 1'-0"

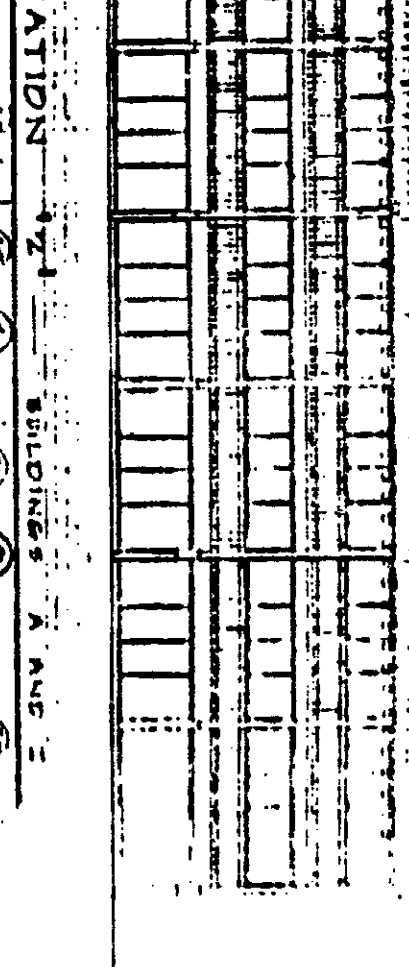
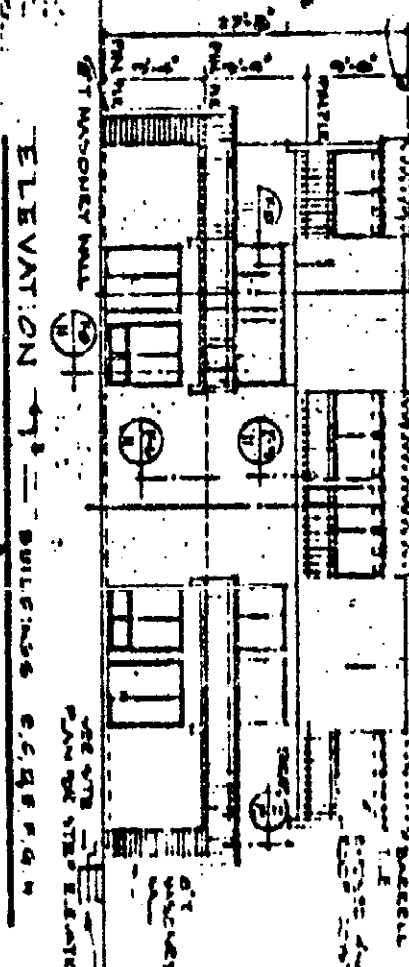
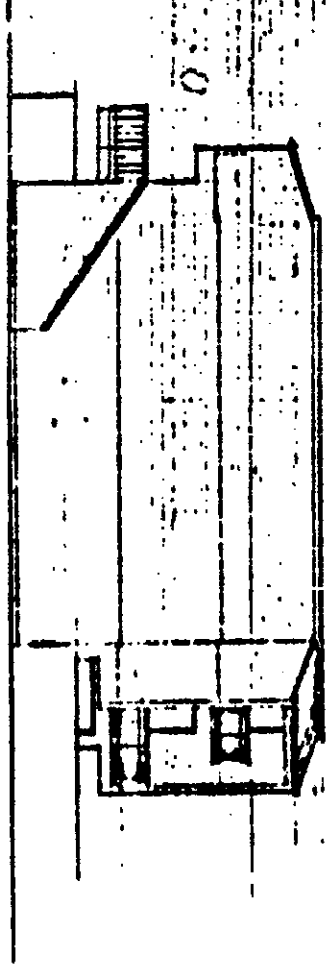
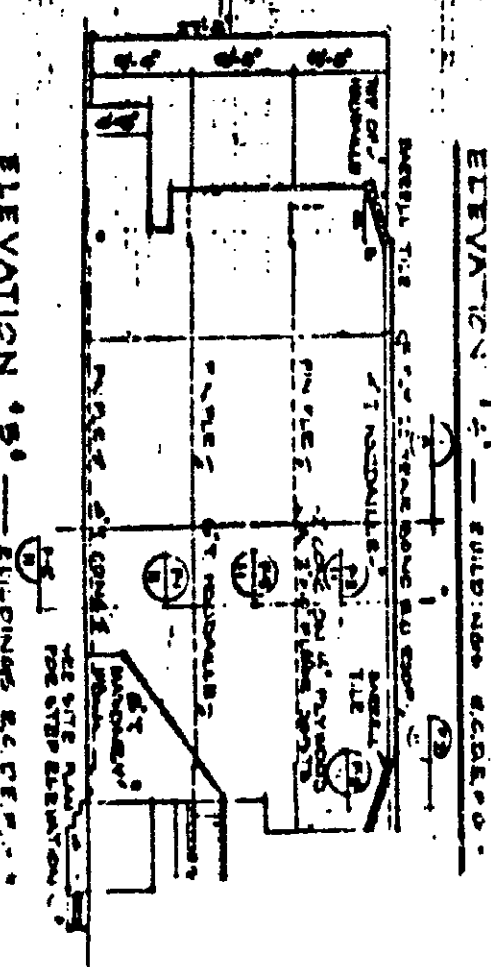
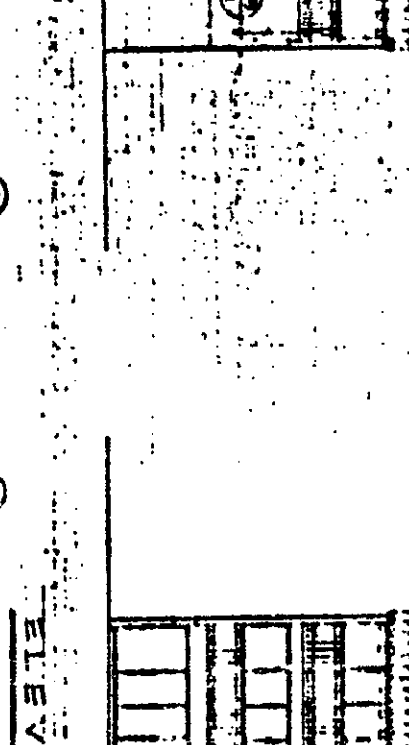
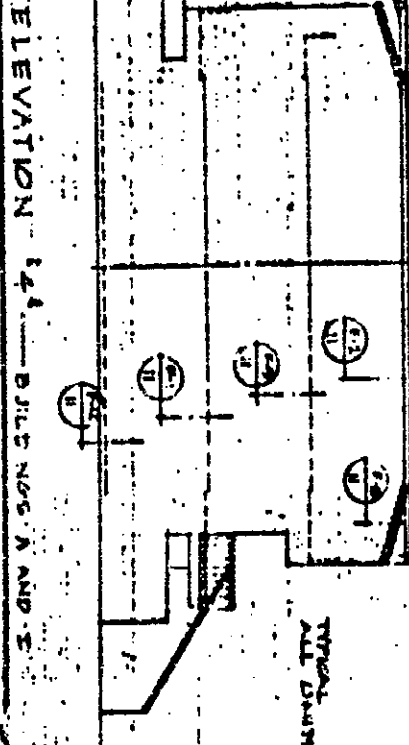
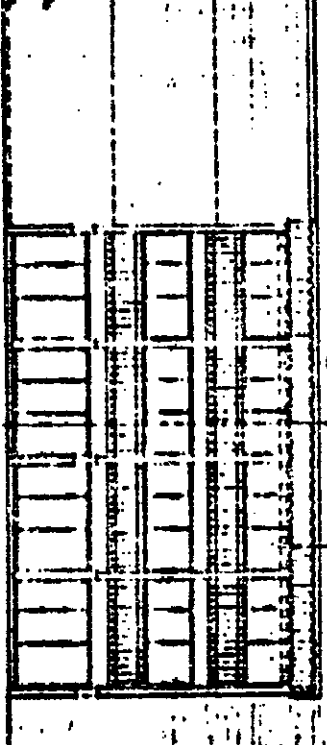
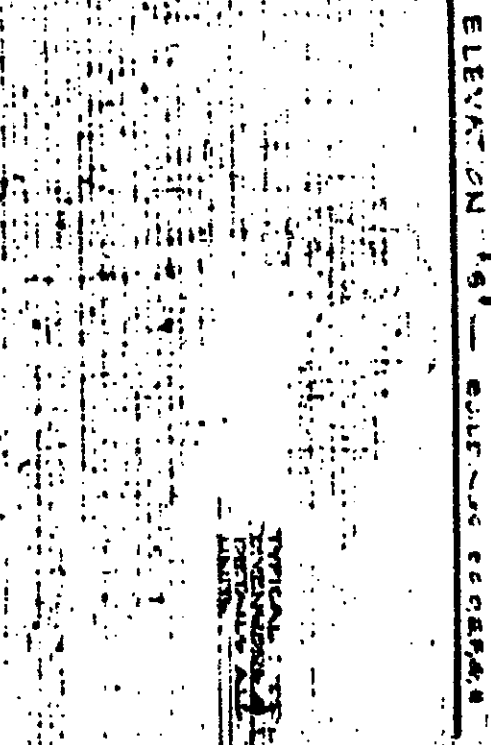
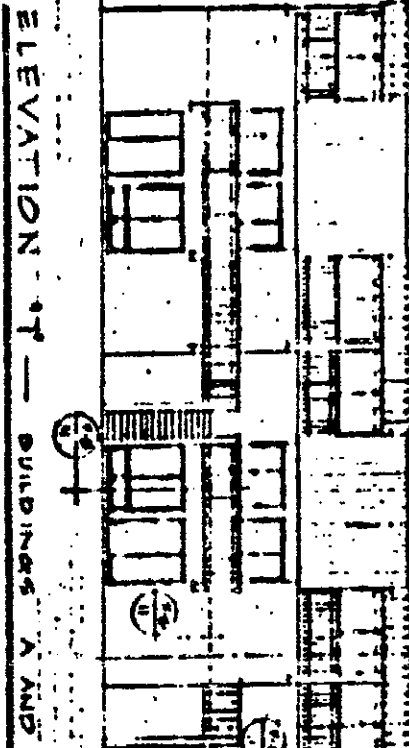
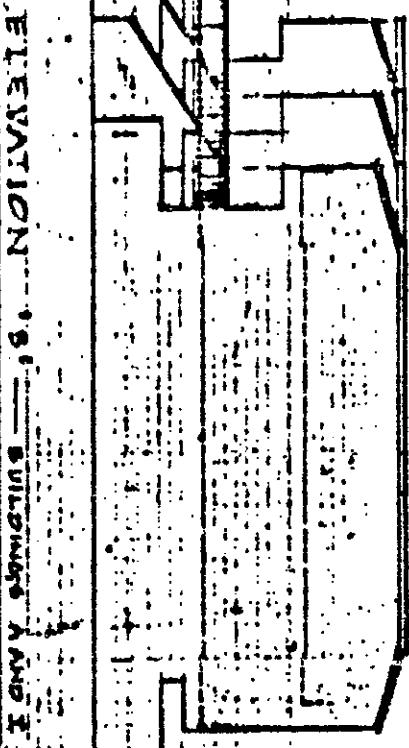
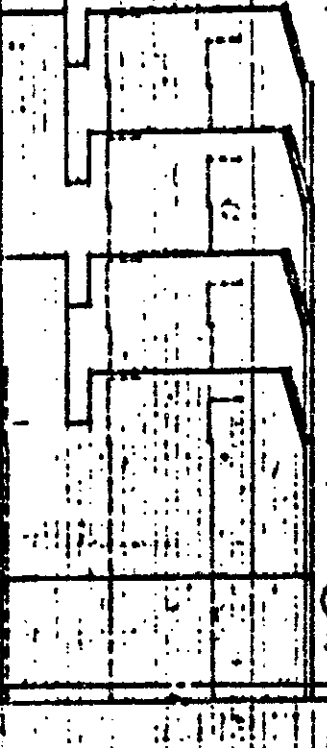
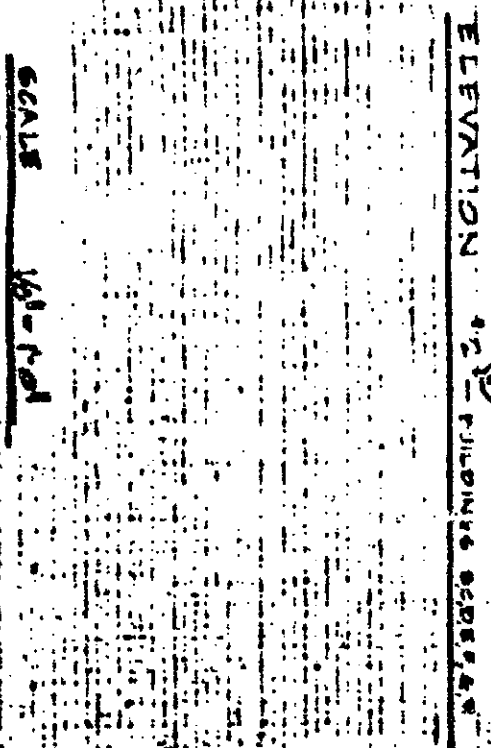


EXHIBIT "B-4"

ISLAND HOUSE

CONCRETE FRAMEWORK
MASONRY WALLS, PLASTER

EUGENE RUSSELL DAVIS AIA
DAVIDSONVILLE, MARYLAND
PHONE 504-075 0077

FILE NO. 100-1075-0077
DATE 10-1-54

THE 262 PAGE 595

CERTIFICATE OF ARCHITECT

Exhibit "C" to Declaration of Condominium for ISLAND HOUSE, a Condominium, Highway 1A and Mary Street, Crescent Beach, St. Johns County, Florida

Certificate of Architect made this 16 day of

Sept., 1974.

I, EUGENE R. DAVIS, of Gainesville, Florida, certify as follows:

1. I am an architect authorized to practice in the State of Florida, and I was the architect who designed and prepared the plans and specifications for ISLAND HOUSE, a Condominium.

2. This Certificate is made as to ISLAND HOUSE, a Condominium, located at Highway 1A and Mary Street, Crescent Beach, Florida, and in compliance with Section 711.08(1)(e), Florida Statutes.

3. The following Exhibits to the Declaration of Condominium

A	Survey
B-1	Site Plan
B-2	Typical floor plan for Type 1 Apts.
B-3	Typical floor plan for Type 2 Apts.
B-4	Elevations
C	Certificate of Architect
D	Articles of Incorporation of Association
E	By-Laws of Association

together with the wording of the Declaration constitute a correct representation of the improvements of the Condominium as it now exists and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.


EUGENE R. DAVIS

Certificate of Registration No. 5171
State of Florida

EXHIBIT "C"

STATE OF FLORIDA

DEPARTMENT OF STATE



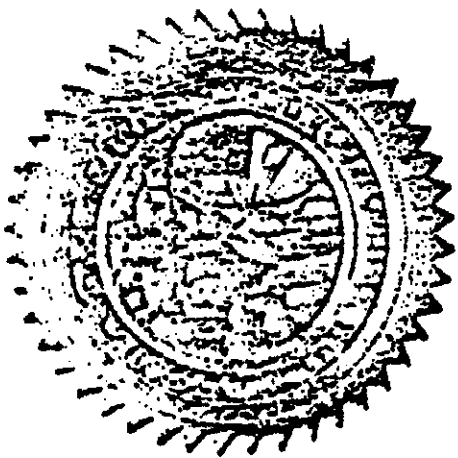
I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

ISLAND HOUSE OF CRESCENT BEACH, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 14th day of June, A.D., 19 73,
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
15th day of June,
A.D., 19 73.

Richard (Dick) Stone
SECRETARY OF STATE

corp-94
0 20 72

EXHIBIT "D"