

DECLARATION OF CONDOMINIUM
FOR THE OCEAN GALLERY VISTAS,
A PHASE CONDOMINIUM

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1. PURPOSE.

WHEREAS, Sun-Mark II Associates, a joint venture, hereinafter referred to as "Owner", is the owner of that certain real property, lying and being in the County of St. Johns, State of Florida, legally described in Exhibit "A" attached hereto and made a part hereof, said property being a portion of that certain real property described in Exhibit "B" attached hereto, and made a part hereof and,

WHEREAS, on the said property described in Exhibit "A", Owner intends to develop the first phase of The Ocean Gallery Vistas (identified as "Premier"), comprised of forty five (45) condominium dwelling units with their appurtenant improvements as one phase of a phase condominium project which may encompass the whole of the land set forth in Exhibit "B" attached hereto and made a part hereof; said development hereinafter referred to as "The Ocean Gallery Vistas" and,

WHEREAS, this condominium form of ownership will allot to each owner the individual ownership of a certain designated condominium parcel which includes but is in no way limited to the exclusive ownership of a designated unit, together with an undivided interest in and to all of the common elements contained in The Ocean Gallery Vistas which are specifically described in and are subject to this Declaration; and

WHEREAS, it is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through;

NOW, THEREFORE, the Owner on behalf of itself and its successors, grantees, and assigns does hereby declare that the lands described in Exhibit "A" attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provision of Chapter 718, Florida Statutes of 1977, in accordance with the terms set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the laws of the State of Florida.

The inclusion of the land described in any Exhibit attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and inclusion by Owner in the development plan of said lands described in any Exhibits attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

2. DESCRIPTION OF IMPROVEMENTS.

A graphic description of the improvements constituting The Ocean Gallery Vistas, Premier Phase, and proposed future phases and identifying the units and common elements, as said terms are

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hereinafter defined, and their respective locations and approximate dimensions, is attached hereto and made a part hereof as Exhibit "C". Each unit shall have a separate number as indicated and the limited common elements pertaining to that unit are those appurtenant thereto.

3. NAME AND DEFINITIONS

The name of this phase condominium is The Ocean Gallery Vistas. The first phase shall be identified as the Premier. The address is Route 5, Post Office Box 17K, St. Augustine, Florida 32084.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 718, Florida Statutes, 1977) as it exists on the date hereof and as follows unless the context otherwise requires:

3.1 Unit: A part of the condominium property which is subject to exclusive ownership and shall consist of a part of a building which according to the plot plan contained herein as Exhibit "C" is identified and designated by number.

3.2 Unit Owner: Any person, persons, trusts, or other entity which at any given point in time hold fee simple title in and to any particular condominium parcel.

3.3 Condominium Parcel: A unit, and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.

3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.

3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, and shall include the following:

3.5.1 The Balcony/Patio.

3.5.2 The enclosure for the air conditioning equipment. (if applicable)

3.5.3 The mail box.

3.6 Complex: The complex shall mean this condominium and all other condominiums which may be constructed by Owner upon the property set forth in Exhibit "D", hereto.

3.7 Assessments: There shall be two assessments associated with this condominium. One assessment for the Ocean Gallery Vistas Condominium Association, Inc. and one assessment for the Ocean Gallery Property Owner's Association, Inc.

3.7.1 Condominium Association Assessment shall mean the unit owners share of the funds required for the cost of maintaining, repairing and managing the property and common elements of the condominium, which are from time to time assessed against the unit owners.

3.7.2 Property Owner's Association Assessment shall mean the unit owner's share of the funds required for the cost of maintaining, repairing and managing property which may be owned by the Property

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Owner's Association including the driving surfaces, parking areas, boardwalks, ocean front beach area and certain recreational facilities, which are from time to time assessed against the unit owners.

- 3.8 Association: The Association means The Ocean Gallery Vistas Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida responsible for the operation of the condominium, and its successors.
- 3.9 Common Expenses: All expenses and assessments properly incurred by the Association for the condominium, including but not limited to:
 - 3.9.1 Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association.
 - 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
 - 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 Common Surplus: Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.
- 3.11 Person: Any individual, firm, corporation, trustee or other entity capable of holding title to real property.
- 3.12 Owner: Owner means Sun-Mark II Associates, a joint venture comprised of Calmark Communities, Inc., a California Corporation licensed to do business in Florida and Sunshine State Mortgage Company, a Florida Corporation; its successors and assigns.
- 3.13 Share: A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 Condominium Property: Condominium property means and includes the land in the condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, for use in connection with the Condominium.
- 3.15 Condominium Documents: Condominium documents include this Declaration, together with all Exhibits attached hereto, Articles of Incorporation of The Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida Corporation; the By-Laws of the Association; the Rules and Regulations of the Association; Contract for Sale; the Articles of Incorporation of the Ocean Gallery Property Owner's Association; and, all other documents required pursuant to the Condominium Act (Chapter 718, F.S., 1977).
- 3.16 Majority: The word majority shall mean the number of unit owners required to make up 51% or more of the votes assigned in the Condominium Documents to the unit owners for voting purposes.

3.17 Project: One or more phases of the phase condominium proposed to be constructed by Owner upon the land described in Exhibit "B" hereto.

3.18 Property Owner's Association: The Property Owner's Association means The Ocean Gallery Property Owner's Association, Inc., a non-profit corporation under the laws of the State of Florida responsible for the operation, management, maintenance and repair of those properties which may be conveyed to it by the Owner for the benefit, use and enjoyment of all unit owners within the complex.

4. PLAN OF DEVELOPMENT.

4.1 Common Plan.

The Owner proposes to develop The Ocean Gallery Vistas as a phase Condominium in four distinct phases upon the parcel of property described in Exhibit B hereto. The first phase (Premier) is proposed to be constructed upon the property of Exhibit A hereto. In addition to developing The Ocean Gallery Vistas as a phase condominium, the Owner also proposes to develop one or more condominiums upon the property described in Exhibit D which is contiguous and adjacent to the properties described in Exhibit A and Exhibit B hereto. The first phase of The Ocean Gallery Vistas, therefore, is the first phase of the proposed phase condominium which in turn is the first condominium in a proposed multi-condominium development. The first phase of The Ocean Gallery Vistas consists of forty five units. The property comprising the first phase together with the improvements thereon which will be constructed by the Owner is one of several parcels of land which Owner proposes to purchase and improve as a single condominium comprised of one or more buildings; said property being described in Exhibit B to this Declaration. A common plan of development of said property is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a phase of this condominium.

The phases constructed by Owner within the project shall be operated and governed by The Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida Corporation. Each unit owner in the condominium shall be assessed a fee for maintenance and repairs of The Ocean Gallery Vistas common elements and facilities.

4.2 Phase Descriptions.

The Ocean Gallery Vistas phase condominium proposed to be constructed by the Owner upon the lands described in Exhibit B hereto is planned for development in distinct phases. The first phase of The Ocean Gallery Vistas will be designated "Premier" and will consist of forty five units to be constructed upon the property described in Exhibit A attached hereto which is a portion of that property set forth in Exhibit B. Along with the forty five units of this phase will be constructed a swimming pool suitable for diving which will be "Y" shaped and will be 53 feet long at its longest point, with two legs measuring approximately twenty feet by twenty five feet and a third leg measuring approximately twenty feet by twenty four feet or approximately 1460 square feet, with a maximum depth of approximately seven feet. The pool will be surrounded by a concrete deck with keystone finish, approximately 12 feet wide all around the perimeter. Capacity of the pool will be approximately 50 persons at any one time. A bath house/ changing facility will be provided along with a whirlpool/spa area. The whirlpool/spa will contain hot jets and be approximately 12 feet in diameter. A masonry barbecue will be constructed west of the whirlpool/spa. This swimming pool, whirlpool, barbecue and bathhouse will be

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located to the north of this proposed phase and will be available for the use of all unit owners of condominiums within the proposed 180 units phase condominium development. A swimming pool, bathhouse/ changing facility, barbecue and whirlpool/spa area is also proposed to be provided with the construction of the third phase of The Ocean Gallery Vistas.

The second phase of The Ocean Gallery Vistas, if developed, will be designated "Caribe" and will consist of forty five units housed within a single three story building and generally located as indicated in Exhibit C attached hereto. Of those forty five units there will be thirty nine two bedroom, two bath units and six three bedroom, two bath units.

The third phase of The Ocean Gallery Vistas if developed, will be designated "Agean" and will similarly consist of forty five units housed in a single three story building generally located as indicated on Exhibit C attached hereto. Of those forty five units there will be thirty nine two bedroom, two bath units and six three bedroom, two bath units. Also, as previously indicated, Owner proposes to construct along with the buildings of "Agean" a swimming pool, bath house/ changing facility and whirlpool/ spa facility.

The fourth phase, of The Ocean Gallery Vistas if developed, will be designated "Pacifica" and, will also consist of forty five units contained in a single three story building generally located as indicated on Exhibit C hereto. Thirty nine of those units will be two bedroom, two bath, and six of those units will be three bedroom, two bath.

Premier phase of The Ocean Gallery Vistas is scheduled for completion prior to July 1, 1982; Caribe phase of The Ocean Gallery vistas is scheduled for completion prior to July 1, 1983; phase Agean of The Ocean Gallery Vistas is scheduled for completion prior to July 1, 1984; and phase Pacifica of the Ocean Gallery Vistas is scheduled for completion prior to July 1, 1985.

Each unit owner in the Ocean Gallery Vistas will share ownership in the common elements and bear association expenses on the basis of square footage living area (including patio area) of the particular unit. The factors for calculating such ownership interest and or expense responsibility for each unit in the Premier phase are set forth on Exhibit E hereto.

The factor is applied by calculating a multiplier to determine a unit's apportioned share. This multiplier is comprised of a numerator containing the product of the factor times the number of units in the phase of which the unit is a part and a denominator containing the total number of units then existing within the Ocean Gallery Vistas.

For example, if a unit's factor is .0280, the unit is located in the first phase, and, two additional phases have been constructed for a total of 135 units then, the unit's multiplier would be:

$$\frac{(\text{Factor}) \times (\text{Units In Phase})}{\text{Units In Condominium}}$$

or

$$\frac{(.0280) \times (45)}{135} = .00933$$

Each unit owner in this phase condominium will be entitled to one vote and one membership in The Ocean Gallery Vistas Condominium Association. As previously indicated, recreational facilities are planned to be

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constructed with this proposed first phase and with the proposed third phase of this condominium. In the event future phases of this condominium are not constructed, the recreational facilities constructed with this first phase will then be for the sole use and benefit of the owners in units within the first phase. It is the Owner's intent for this phase condominium to provide one amenities package for each pair of forty five unit buildings. The Owner does not contemplate the addition of any time share estates with respect to any units in any phase of this development.

4.3 Recreational Facilities.

There will be two types of recreational facilities associated with this development.

4.3.1 Common element facilities: This condominium will be provided with recreational facilities which are common elements of the condominium and as previously referred to will include a swimming pool, a bathhouse, a whirlpool/spa area and a barbecue facility. These common elements are for the exclusive use of unit owners within the phase condominium.

4.3.2 Shared facilities: The Ocean Gallery Property Owner's Association may hold title to various properties and recreational facilities located within the lands of Exhibit D hereto which will be for the use of all owners of units within the complex developed by the owner upon the lands in Exhibit D. These facilities would include the beach area, the boardwalks, the tennis court facilities, as well as the driving and parking areas. This property and facilities would not constitute a portion of the common elements of this or any other condominium to be constructed at the site but will be owned, operated, managed and maintained by the Property Owner's Association for the benefit of all unit owners within the complex. Although parking spaces and parking areas will be conveyed to and owned by The Property Owner's Association, one parking place has been dedicated to each unit of the condominium as designated by number on the plot plan of Exhibit C hereto. These parking places will be conveyed to The Property Owner's Association subject to dedication of these particular numbered spaces to the units of corresponding numerical identification. The remaining parking spaces shall be commonly used and the Property Owner's Association may not assign remaining spaces to any particular unit or units.

5 EASEMENTS.

Each of the following easements is a covenant running with the land of The Ocean Gallery Vistas, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of The Ocean Gallery Vistas as a condominium and the exclusion of any of the land of The Ocean Gallery Vistas from The Ocean Gallery Vistas.

5.1 Utility easements as may be required for utility service in order to adequately serve The Ocean Gallery Vistas and to adequately serve the lands (other than the condominium property) now or hereafter owned by the Owner which are adjacent to or in the vicinity of the condominium property; provided, however, that easements through a unit shall only be based on the plans and specifications of the building housing the unit unless approved by the unit owner in writing.

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5.2 Easements for pedestrian traffic over, through and across sidewalks, paths, and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through, and across such portions of the common elements as may from time to time be paved and attended for such purposes; or as may be required to adequately serve the lands now or hereafter owned by Owner which are adjacent to or in the vicinity of the condominium property, but the same shall not give or create in any person the exclusive right to park upon any portion of the condominium property, unless set forth in the Condominium Documents.

5.3 Easements set forth in Article 7 and paragraphs thereto, Article 9, and in Article 11 and in paragraphs thereto.

6. RESTRAINTS ON SURDIVIDING AND PARTITION.

The real property, common elements, limited common elements, and use interest therein, which are herein submitted to the condominium form of ownership, shall be utilized and operated as follows:

6.1 Restraints and Covenants Against Partition: In order to perpetuate and effectuate the intent hereof and for the preservation of the condominium and the condominium form of ownership, the ownership of the common elements and limited common elements shall remain undivided, and each unit owner as a condition precedent to his becoming owner, covenants that he will at no time attempt to file an action for partition.

6.2 Restraints and Covenants Against Separation of Units From Common Elements and Limited Common Elements: The undivided share in the common elements and limited common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title of the unit, whether or not separately described. A share in the common elements and limited common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Each unit owner, as a condition precedent to his acquiring title, covenants that he will at no time attempt to separate, in any form whatsoever, the common elements or limited common elements which are appurtenant to his unit from his unit.

7. RETAINED RIGHTS OF OWNER

7.1 The Owner shall have the right to transact any business necessary to consummate sales of condominium parcels, including, but not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices and models and other condominium property, and use the common elements and be allowed to show units. Sales office furnishings, the furniture and furnishings in the model units, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Owner. The Owner also reserves the right to bring prospective purchasers through all recreational facilities until such time as all the condominium units constructed or to be constructed by the Owner on the land identified by Exhibit "D" hereto, have been sold and conveyed.

7.2 Each unit owner acknowledges that the Owner's right to construct additional phases in the project and, units in the Complex and use the common elements of the condominium to be constructed is a part of the consideration for the sale and purchase of his condominium unit and has been taken into consideration in fixing the purchase price of each unit. Each unit owner acknowledges that the inclusion of additional units in the Complex shall be deemed to not materially affect the

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rights of the unit owners or the value of the unit, even though the full number of units to be constructed therein is unknown at the time of closing the transaction of sale and purchase of his condominium unit.

- 7.3 So long as the Owner shall own any unit, the said Owner shall have the absolute right to lease, sell, transfer, and/or convey any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest.
- 7.4 As long as 5% or more completed units are unsold, Owner or its successor shall be entitled to cast one vote in the Ocean Gallery Vistas Condominium Association for each unit which has been certified for occupancy.
- 7.5 All present or future owners, tenants, or other persons who might use the facilities of this phase condominium in any manner are subject to the provisions of this Declaration and all documents appurtenant hereto, and incorporated herewith, and the mere acquisition or rental of any unit, or the mere acts of occupancy of any unit shall signify that the provisions of this Declaration, and such documents are accepted and ratified in all respects.
- 7.6 The owner reserves the right to amend this Declaration of Condominium to cure deficiencies due to technical errors or omissions without consent of unit owners or the Condominium Association. The owner also reserves the right to modify and/or correct the plot plans by amendments to reflect "as built" conditions at any time without consent of unit owners or the Association.

8. MAINTENANCE, REPAIRS AND ALTERATIONS.

The maintenance and repair of the condominium parcels shall be the responsibility of both the Association and of the individual unit owners.

- 8.1 The Association shall be responsible for the maintenance, repair and replacement of the following:
 - 8.1.1 All portions of any unit, except interior walls and partitions not contributing to the support of the building within which the unit is housed, which portion shall include but not be limited to the roof, and its structure, exterior walls of the building housing the unit, and interior boundary walls of the unit.
 - 8.1.2 All portions of the units which contribute to the support of the buildings, excluding interior walls and partitions, ceilings and floors not damaged due to structural defect, but specifically including all items contained in 8.1.1 above.
 - 8.1.3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building and all such facilities contained within a unit which serve part or parts of the condominium other than the unit within which they are contained.
 - 8.1.4 All damage done as a result of and incident to the repair of any of these facilities shall be repaired as promptly as possible so as not to inconvenience the unit owners.

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- 8.1.5. The common elements and that portion of the limited common elements not specified to be maintained by the Owner in paragraph 8.2
- 8.2 Each unit owner, individually, shall have the responsibility and bear the expense of the following:
- 8.2.1 To maintain, repair, and replace all portions of the unit and limited common elements promptly, except portions to be maintained, repaired and replaced by the Association. Such portions of the unit to be maintained, replaced and repaired by the unit owner shall include, but not be limited to, the following items:
- 8.2.1.1 Windows, screens, hose bibs, exterior lights and outlets, exterior doors, door frames and door hardware, sliding glass doors, all air conditioning and heating equipment, regardless of location of same, range, water heater, refrigerator, dishwasher, disposal, trash compactor (where applicable), intercom system (where applicable), fans and all other appliances and equipment, including pipes, ducts, wiring, fixtures and/or other connections required to provide water, light, power, air conditioning and heating, telephone, temporary and permanent C.A.T.V., sewage and sanitary service to his unit, and which may now or hereafter be situated in his unit or under the floor slab of his unit.
- 8.2.1.2 All inside walls and partitions not contributing to the support of the building within which the unit is housed, and any and all finishes, painting and decorating upon those walls.
- 8.2.1.3 All drywall attached to the roof trusses (ceiling), exterior building walls, and interior unit boundary walls, and any and all finishes, painting and decorations upon those surfaces.
- 8.2.1.4 All floor finishes, including carpet and pad, ceramic tile, vinyl flooring, and any other finish materials.
- 8.2.1.5 All second floor components including stairs, materials and finishes, in those units having a second floor.
- 8.2.1.6 All furnishings, decorating items, and all other accessories.
- 8.2.1.7 Pest control to the extent required.
- 8.2.2 To perform his responsibility in such a manner and at such times of day as to not interfere with other unit owners in the building or any of the buildings comprising the Condominium and their enjoyment of their respective unit.
- 8.2.3 Not to paint or otherwise decorate, change, alter or modify the appearance of any portion of the building not contained within the unit, unless the prior written consent of the Association is obtained.

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8.2.4 To promptly report to the Association or its agent any defect or deficiency which may need repair, responsibility for the remedy of which is with the Association as above stated.

8.2.5 Not to make any structural or other changes, modifications or alterations to any portion of the unit or the building housing the unit which is designated to be maintained by the Association or to remove any portion thereof or do any other act which may jeopardize or impair the safety or soundness of the building housing the unit without first obtaining written consent of the Board of Directors of the Association, together with all mortgagees of each unit in the building.

8.2.6 Not to interfere with or impair any easement through, over or around his unit without first obtaining prior written consent of the Association and of the unit owners for whose benefit such easement exists and of the Owner if the easement is also for the benefit of the Owner, its successors or assigns.

8.2.7 It is specifically understood that each unit owner, individually, shall have the responsibility and bear the expense of maintaining all the Limited Common Elements pertaining to his unit which are not maintained by the Association.

The maintenance, repair and replacement of all the air conditioning and heating equipment appurtenant to each unit, regardless of the location of the equipment, shall be at the sole expense of each unit owner. If any limited common element areas or limited common elements contained therein become unsightly, the Association may require proper care of the same.

8.2.8 Whenever the maintenance, repair and replacement of any items which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any damage or loss which may be covered by any insurance of the Association, proceeds therefrom shall be used for the purpose thereof; provided that any sums required in excess of such proceeds shall be paid by the unit owner.

8.2.9 The unit owners covenant and agree not to install wiring for electrical or telephone installations, or any type of television antenna, machine or air conditioning unit on the exterior, or, that may protrude from the exterior of the building housing the unit, except as authorized by the Association.

8.3 Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement of the interior of any unit (or limited common elements appurtenant to any unit except as set forth herein), it being understood that the liability or responsibility of the Association for the interior of any unit or for the limited common elements shall be limited to damages actually caused as a result of the Association's negligence and the Association shall not be obligated for damage caused by the negligence of any unit owner, the respective families, lessees, invitees, and guests of the unit owners, but rather those persons shall be liable and responsible for any damages they may cause to any individual unit owner's property to-

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gether with any damage which they may cause to the common elements, or limited common elements of another unit owner.

9. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common elements shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All properties covered by the Exhibit "A" attached to this Declaration shall be subject to a perpetual easement for encroachments that now or hereafter exists caused by construction or settlement or movement of the buildings and such encroachments shall be permitted to remain undisturbed, and the easement shall continue until the encroachments no longer exist. The common elements, including but not limited to drives, walkways, swimming pools, greenbelts, lands and conservation areas, if any, are subject to a perpetual, non-exclusive easement, in favor of the adjoining lands described in Exhibit "B", for ingress and egress, by pedestrian and vehicular means, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, The Ocean Gallery Vistas Condominium Association, Inc. shall have the right to establish the rules and regulations governing the use and enjoyment of all the common elements in this Condominium and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

10. THE OCEAN GALLERY ASSOCIATIONS

10.1 The Ocean Gallery Vistas Condominium Association, Inc.: The Articles of Incorporation of The Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida Corporation, are attached hereto and made a part hereof as Exhibit F. The principal purpose of this corporation is to perform the acts and duties desirable for proper management of the units and common elements and limited common elements of this phase condominium to be constructed by Owner as the phases are declared pursuant to the plan set forth in Article 4 above, and to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly or impliedly imposed upon the Association.

10.1.1 The Ocean Gallery Vistas Condominium Association possesses all of the powers and duties reasonably necessary to operate this condominium as set forth in this Declaration, the Articles of Incorporation of the Association, the By-Laws (attached hereto and made a part hereof as Exhibit G), and as they may be amended, and to administer phases of this condominium as and when they are constructed by Owner pursuant to the plan of phase development set forth in Article 4 above. It shall also have all of the powers and duties of an association under the Condominium Act, including the power to acquire and enter into agreements whereby it acquires ownership, leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, and to construct or have constructed additional structures upon the land of the common elements intended to provide for the enjoyment, recreation or other use or benefit of unit owners in the condominium, and to

declare the expenses of construction, rental, maintenance, membership, fees, operations, replacements and other undertakings in connection therewith to be common expenses and make covenants and restrictions concerning the use of the same by unit owners, and to invoke such other provisions as are not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of this phase of the condominium and the additional phases of the project as and when they come into existence, and to delegate to a management agent all of the powers and duties of the corporation except such as are specifically required by the Laws of Florida, this Declaration or the By-Laws to have the approval of the Board of Directors or the membership of the corporation. The Owner and all persons hereafter owning a vested present interest in the fee title to any one of the units in any phase of this condominium erected by Owner upon the lands set forth in Exhibit "B", shall automatically be members of the Association and their memberships shall automatically terminate when they no longer own the interest.

10.2 The Ocean Gallery Property Owner's Association, Inc.: The Articles of Incorporation of The Ocean Gallery Property Owner's Association, Inc., a non-profit Florida Corporation, are attached hereto and made a part hereof as Exhibit H. The principal purpose of this corporation is to perform the acts and duties desirable for proper management of the properties to which it holds title or will hold title, which are for the use, enjoyment and benefit of the owners of units in this condominium or any condominium constructed by the owner upon the property in Exhibit D hereto, and, to maintain and enforce standards for the architectural and landscaping appearance of the grounds, buildings, structures, facilities, improvements, and plantings upon the lands in the complex. To achieve these ends The Ocean Gallery Property Owner's Association is empowered to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly and impliedly imposed upon the Association.

10.2.1 The Ocean Gallery Property Owner's Association possesses all the powers and duties reasonably necessary to upgrade, manage and maintain the properties to which it holds or may hold title and as set forth in the Articles of Incorporation and this Declaration. The Association shall have the power to levy assessments against each unit owner within the complex for purposes of improving, maintaining, repairing and replacing the properties and improvements which it owns, for the benefit of unit owners. The Property Owner's Association may elect to levy their assessments through the particular condominium association for apportionment among its members. Each owner of a unit within the complex constructed by the Owner upon the lands in Exhibit D shall automatically become a member of The Property Owners Association, and shall be entitled to one vote in the Association subsequent to the time Developer turns over control of the Property Owner's Association to the unit owners.

The Property Owner's Association is empowered to elect and maintain an Architectural Review Committee which shall be responsible for adopting and enforcing the architectural and landscaping standards on behalf of The Property Owner's Association. The purpose of the Architectural Review Committee is to assure that each condominium within the complex uniformly maintains its units and common elements in order to create a pleasing and

homogeneous appearance. The Architectural Review Committee will be empowered to order any condominium association which does not meet the standards to comply within a given period of time with those standards. If the association does not comply, the Committee may direct the Property Owner's Association to perform that work necessary to bring the condominium into compliance and the Property Owner's Association may levy assessment against the unit owners of that condominium or its condominium association for the costs incurred in achieving compliance.

11. OWNERSHIP OF CONDOMINIUM UNITS.

Ownership of each condominium unit shall include the following interests, rights, easements, appurtenances, and privileges in and to the condominium property:

11.1 Real property: Each condominium parcel together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which shall contain all the rights and privileges and characteristics of real property such as the right to encumber. Conveyance, transfer or encumbrance shall be accomplished in the same manner as with any other parcel of real property and shall be done independently of all other parts of the condominium property, subject only to the provisions and restrictions and conditions as contained in the Condominium Documents.

11.2 Possession: Each unit owner shall be entitled to the exclusive possession of his unit and the limited common elements appurtenant thereto.

11.3 Boundaries: Each unit shall be bounded as to both horizontal and vertical boundaries, as shown in the plans contained herein as Exhibit J hereto, subject to such encroachments as are contained in the building within which the unit is housed, whether the same exists now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alteration. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the following intersecting boundaries:

11.3.1 Horizontal Boundaries:

11.3.1.1 The upper boundary shall be the horizontal plane of the lower surface of the bottom chord of the roof trusses.

11.3.1.2 In the case of units with "cathedral" ceilings, the upper boundary shall be the plane of the lower surfaces of the bottom chord of the roof trusses.

11.3.2 Vertical Boundaries

11.3.2.1 The exterior boundary shall be the vertical plane of the interior surface of the exterior building walls.

11.3.2.2 The interior boundary shall be the vertical plane of the interior surface of the interior unit boundary walls.

11.4 Appurtenances: Each unit shall include certain inseparable appurtenances which may or may not be individually described, conveyed or encumbered. All rights, title and interest

in the inseparable appurtenances shall pass with each unit, including but not limited to the following:

11.4.1 Limited Common Elements: Each unit shall have the exclusive right and use of the limited common elements as specifically defined herein.

11.4.2 Common Elements:

11.4.2.1 The common elements shall be all parts of the condominium not included within the unit or units or limited common elements. The ownership of each unit or units shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the rights, title and interest of a unit owner in the condominium property.

11.4.2.2 Each unit shall have an equal undivided share in the Condominium proportionate to the owner's percentage of ownership, as described in Article 21 herein.

11.4.3 All of the above appurtenances, however, shall be and continue to be subject to any easement for the benefit of other units, and for the benefit of the Owner, its successors, and its assigns in constructing and selling additional villages; the Owner hereby reserving to itself, its successors and assigns the right to the use of the common elements until all of the units in all of the Villages to be erected are sold, and such right shall be a covenant running with the land and creating an equitable servitude.

11.5 Easements for the Benefit of the Unit: The following easements shall exist for each other unit owner and for the Association:

11.5.1 Easement for Air Space: The appurtenances shall include an exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time.

11.5.2 Ingress and Egress: Easements through the common elements for ingress and egress shall continue for all unit owners and the Owner, provided, however, that their use of the common elements is in accordance with the terms and conditions of the Condominium Documents.

11.5.3 Structural Support: Every portion of a unit contributing to the support of the building within which the unit is housed shall be burdened with an easement of support for the benefit of all units and common elements and limited common elements contained in the building.

11.5.4 Utilities: Easements over, under and through the units and common elements and limited common elements for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and common elements and limited common elements, provided, however, that such easements through a unit shall be based on the plans for the building wherein the unit is housed, unless otherwise approved in writing by the owner of the unit.

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11.5.5 Emergency Easements for Ingress and Egress shall exist over, through and around other units, court-yards, and other limited common elements whenever an emergency exists and the circumstances dictate.

11.5.6 Easement set forth in Article 5 where applicable.

11.6 Voting Rights: Each unit carries with it the right to membership and one vote at member meetings of the Condominium Association and Property Owner's Association, pursuant to the Articles of Incorporation of those Associations attached hereto. The Owner shall be deemed an owner of each unit which has been issued a certificate of occupancy but to which title has not been transferred to purchaser other than an Owner. The Owner shall be entitled to cast one vote for each such unit.

11.7 Association Membership. The owners of a vested present interest in fee title to any unit of this phase condominium shall automatically become members in the Ocean Gallery Condominium Association and Ocean Gallery Property Owner's Association. Membership shall terminate when they no longer own the interest.

12. ASSESSMENTS.

The Board of Directors of the Condominium Association shall provide annual budgets in advance for each fiscal year and the budgets shall project anticipated income as well as estimated expenses of operating the condominium in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief for the units, the limited common elements and the common elements, and public liability insurance for the common elements, operating expenses, management expenses, maintenance expenses, repairs, water and sewer charges, replacement reserve and reasonable operating reserve for the common elements, annual budget for the Ocean Gallery Property Owner's Association or any other items the Board deems proper or which are required under Florida Law. Failure of the Board to include an item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

The total regular annual assessment for each fiscal year assessed against each unit shall be composed of two parts. Part one of the assessment shall apportion the costs and expenses directly attributable to the maintenance and repair, operation and management of the common elements of The Ocean Gallery Vistas, including the buildings, pools, grounds, landscaping, and so forth. Part two of the assessment shall consist of the proportionate share of expenses attributable to the The Ocean Gallery Vistas for the operation, management, maintenance and repair of the property owned by The Ocean Gallery Property Owner's Association for the benefit of all unit owners within the condominium.

12.1 Each unit's apportioned share of Part one of the assessment shall be computed by multiplying the total costs and expenses associated with The Ocean Gallery Vistas' common elements by a fraction, the numerator of which is the number of units within the particular phase of The Ocean Gallery Vistas multiplied by that unit's factor as provided in Exhibit E hereto and the denominator of which is the total number of units existing within this phase condominium (the project). For example, if a unit had a factor of 2%, was located in the first phase (Premier) and three phases of this condominium had been completed totalling 135 units, then that unit's share of Part One expenses would be .02 X 45/135 X Total Expenses-

es. Each unit owner's proportionate share of Part two of the assessment shall be calculated by multiplying the total costs attributable to Part Two of the expenses by a fraction, determined as set forth above, except the denominator shall be the total number of completed units within the complex.

12.2 After adoption of the budgets and determination of the annual assessment per unit, the Condominium Association shall assess the sum by promptly delivering or mailing notice of it to the Owner of the unit or person designated to cast the vote of a unit, as the case may be, at the most recent address shown by the records of the Association. One-twelfth of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent or actually receive a written notice. The Association shall have power to levy special assessments, if necessary, to cover the aforesaid types of expenses, and shall have the power to levy other special assessments as provided herein. All income that may be received by the Association from the rental or the licensing of any part of the Common Elements shall be used for the purpose of reducing prospective common expenses prior to establishing the annual budget. If a new annual assessment is not made in any year as required, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.

12.3 The owners of each unit shall be liable, jointly and severally, to the Condominium Association and/or the Property Owner's Association for the payment of all assessments, regular or special, made by either or both of the Associations and for all costs of collection of delinquent assessments. If assessments are not paid within sixty days after their due date, an Association may elect to declare all past due installments and all installments to become due during the remainder of the fiscal year due and payable in full, and the Association shall have the right to foreclose its lien by judicial process for the assessments. Assessments that are unpaid for over thirty days after due date shall bear interest at the rate of fifteen (15%) per cent a year until paid.

12.4 Each Association (Condominium and Property Owner's) shall have a lien on each condominium parcel for any unpaid assessments and interest thereon levied against the owner of the condominium parcel. The lien shall be effective from the time of recording a claim of lien in the Public Records of St. Johns County stating the description of the condominium parcel, the name of the record owner, and the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid. All claims of lien shall be signed by an officer or agent of the Association. When any lien has been paid in full, the party making payment shall be entitled to receive satisfaction of lien in a form that may be recorded in the public records of the county. All liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded before the time of recording the claim of lien. Either Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing the lien and may settle and compromise them if the Association deems it to be in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees for enforcing a lien, and the lien shall secure the costs and fees. The Associations shall be entitled to bid at any sale held pursuant to any action to foreclose an assessment lien and to apply as credit against the bid all sums due the Association that are covered by the lien.

- 12.5 The lien for an assessment shall be subordinate to any recorded institutional first mortgage, regardless of when the assessment lien claim was recorded, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" is defined as a first mortgage originally executed and delivered to a bank, savings and loan association, real estate investment trust or insurance company authorized to transact business in Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or the recordation of a deed obtained in lieu of a foreclosure action, any claim and any lien for assessments due and payable before recordation shall be deemed cancelled, but the lien for assessments due and payable accruing after the recordation of the Certificate of Title or the deed in lieu of foreclosure shall not be impaired and shall be effective as to the grantee under the Certificate of Title or deed.
- 12.6 Any person who acquires an interest in a unit, except through foreclosure or by voluntary deed in lieu of foreclosure of an institutional first mortgage, shall be liable with the grantor for all unpaid assessments up to the time of the transfer of ownership.
- 12.7 A person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against the units that have been made and that are due and payable to an Association, and the Association and the members shall be bound thereby.
- 12.8 At any time the Association may require unit owners to maintain a minimum balance on deposit with the Association to cover future assessments. The deposit shall be assigned on the fractional basis hereinabove provided, and shall not exceed three months assessment.
- 12.9 As used in this Section 12, the term "Association" and its plural forms shall be deemed to include both the Ocean Gallery Condominium Association and the Ocean Gallery Property Owner's Association unless specifically referred to as one or the other.
13. SALE, RENTAL, LEASE OR TRANSFER.
- 13.1 A unit owner may not sell or transfer his interest in a unit to any person without the approval of the Board of Directors of The Ocean Gallery Vistas Condominium Association or as otherwise provided herein. Before the sale or transfer of his interest in a unit to any person, the unit owner shall notify the secretary of the Association or the resident manager of the proposed sale and provide the identity of the prospective purchaser, at least thirty (30) days prior to the anticipated closing on the sale. The terms "sale" and "transfer" as used in this article shall be limited to bona fide sales for valuable consideration. The term "unit owner" as used in this article shall also include a unit owner's legal representative.
- 13.2 Within the thirty day time period referred to in paragraph 13.1, the Association through its secretary, resident manager, or Board of Directors, shall notify the unit owner of the approval or disapproval of the sale to the prospective purchaser and in the case of a disapproval, the reasons for not allowing the proposed transfer. If the Association fails to respond in writing to the unit owner that it either approves or disapproves of the proposed sale, the unit owner may proceed to transfer the property and shall be deemed to have complied with the provisions of this Section 13.

- 13.3 If a unit owner proceeds with the sale of his unit without having first received the approval from the Association or without having complied with the provisions of this section, the sale shall be voidable by the Association through a vote of its Board of Directors for a period of thirty (30) days subsequent to the closing of the sale by the unit owner.
- 13.4 A certificate of the secretary of the Association or the resident manager, in recordable form, stating that the transfer or sale of the unit to certain persons was approved shall be conclusive evidence of that fact and from the date of approval stated in the certificate the ability of the Association to void the transfer shall terminate.
- 13.5 A certificate of the Secretary of the Association or the resident manager, in recordable form, stating that the Board of Directors was given proper notice on a certain date of a proposed transfer shall be conclusive evidence of the facts for the purpose of determining the status of the person to whom title to the unit was transferred.
- 13.6 Notwithstanding anything to the contrary herein, this section shall not affect the rights of an institutional first mortgagee with a recorded mortgage on any unit. Moreover, the redemption rights set forth herein shall remain subordinate to any recorded institutional first mortgage.
- 13.7 Notwithstanding anything to the contrary herein, the provisions of Article 13 shall not be applicable to purchases at judicial sales, to transfers to or from institutional first mortgagees, transfers to or from the Owner, or its successors, subsidiaries, and assigns, or in any event if the Association has been dissolved.
- 13.8 Transfers by a unit owner to his spouse by deed or operation of law, shall not be controlled by the provisions of Article 13, and may be freely made.
- 13.9 Paragraph 5.2.7 of the Articles of Incorporation and paragraph 4.6 of the By-laws of The Ocean Gallery Vistas Condominium Association, Inc., shall not apply to the units created by this Declaration of Condominium.
14. ENFORCEMENT OF MAINTENANCE REQUIREMENTS.
 - 14.1 If the owner or owners of a unit fail to maintain it as required herein or make any structural addition or alteration to a unit or limited common elements without the required written consent, either the Association or an owner of a unit shall have the right to force compliance with these provisions by legal action. The Association shall have the right to levy a special assessment at any time against the owner or owners of the unit and the unit itself for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making the assessment, the Association may have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.
 - 14.2 The Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property. The Association shall determine the exterior color scheme of all buildings with the approval of the Ocean Gallery Property Owner's Association and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, soffit, gable, door, window, patio, enclosure, or any exterior surface, at any time, without the written consent of the Association.

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14.3 If the Association fails to maintain the condominium property in accordance with its obligations hereunder, any owner of a unit in the condominium, any member of The Ocean Gallery Property Owner's Association, or institutional first mortgagee, shall have the right to seek specific performance to compel the Association to do so, or if emergency repairs are needed to utilities, walls, etc., the owner of a unit may give the Association forty-eight (48) hours' notice to make the repairs and if it is not done, the unit owner may make the repairs necessary to alleviate the emergency condition and the Association shall be obligated to reimburse the owner for the reasonable value of the repairs which were necessary to alleviate the emergency/dangerous condition and for which the Association has responsibility. Repairs shall be deemed emergency repairs only in situations where it poses a danger to the health and safety of residents or unit owners within the condominium, or clearly eminent danger of damage to the interior or contents of a unit or units, or, any other structure or facility of the condominium. The condominium Association shall make the determination as to whether or not repairs undertaken by unit owner were "emergency repairs", and to fix the amount of reimbursement, if any, due the unit owner.

14.4 If the Association fails to maintain the condominium property in accordance with the standards of The Ocean Gallery Property Owner's Association, The Property Owner's Association, the Architectural and Landscape Review Committee or both shall have the right to take whatever steps and make whatever repairs are necessary to the condominium property to bring it into compliance with the standards. The Ocean Gallery Vistas Condominium Association shall be obligated to reimburse the Property Owner's Association for the cost of the work and/or repairs that were necessary.

15. INSURANCE PROVISIONS.

15.1 The following insurance coverage shall be maintained in full force and effect by the Association to cover this phase and all of the other phases that may be erected in this condominium covering the units, common elements and limited common elements:

15.1.1 Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Association, such coverage to afford protection against the following matters:

15.1.1.1 Loss or damage by fire or other hazards covered by standard extended coverage and other perils covered by the standard extended coverage including windstorm endorsement, and,

15.1.1.2 Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the condominium, including vandalism, malicious mischief and such other insurance coverages as, and to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein.

- 15.1.2 Public liability and property damage insurance in such amounts and in such form as shall be required by the Association and the owners of all units, including such insurance coverages as, to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein; and Workmen's Compensation insurance as required by law.
- 15.1.3 Such other insurance coverage, other than title insurance, as the Board of Directors of the Association in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the units.
- 15.2 All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of all owners of units as a group to each unit owner. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all units in the condominium as they shall exist from time to time. The cost of obtaining the insurance coverage authorized above is declared to be common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof. All policies of casualty insurance covering the condominium shall provide that the insurance proceeds covering any loss be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all units, and their respective mortgagees, as their interest may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as the Authorized Agent for all of the owners of all units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of insurance and resulting in loss of or damage to insured property. The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.
- 15.3 The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. The Insurance Trustee shall be a banking institution doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same for the purpose herein stated, and for the benefit of the Association and the owners of all units, and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Trustee may incur in the performance of any duties and obligations imposed upon it hereunder.

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Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Trustee. Whenever the Trustee may be required to make distribution of insurance proceeds to owners of units and their mortgagees, as their respective interests may appear, the Trustee may rely upon a Certificate of the President and Secretary of the Association, executed under oath, and which Certificate will be provided to said Trustee upon request of said Trustee made to the Association, such Certificate to certify unto said Trustee the name or names of the owners of each unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each unit or units, and his or their respective mortgagee or mortgagees, as their respective interest may appear. Where any insurance proceeds are paid to the Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any unit or units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any unit or units and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of common elements and as to which a determination is made not to repair, replace or restore such personal property.

- 15.4 In the event of loss or damage only to common elements, real or personal and/or limited common elements, which loss or damage is covered by casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements and/or limited common elements, then such excess insurance proceeds shall be paid by the Trustee to the owners of all of the units and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a limited common element appurtenant to any of such units, the distribution to be separately made to the owner of each unit and his respective mortgagee or mortgagees as their interests may appear, by using the same fractional basis outlined in Article 12, which would make each distribution of insurance proceeds bear the same ratio to the total distribution of insurance proceeds as each regular assessment bears to the total regular assessment. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall deposit with the Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage in the case may be. The moneys to be deposited by the Association with the Trustee, in said latter event may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all units in an amount which shall provide the funds required to pay for such repair, replacement or reconstruction sufficient regard to the existence of any exclusive right to use any area constituting limited common elements which may be an appurtenance to said unit.

19.5 In the event of the loss or damage to common elements, limited common elements, and any unit or units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, and limited common elements, and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any unit or units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements and limited common elements and the unit or units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Trustee to the owners of all units and to their mortgagees or mortgagees, as their respective interest may appear, such distribution to be made in the manner and in the proportions as are provided heretofore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties determine and allocate the cost of repair, replacement or reconstruction between the common elements and limited common elements and the unit or units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common elements and limited common elements, but should the same not be sufficient to repair, replace or reconstruct any loss or damage to any unit or units, then the Association shall levy and collect an assessment from the owner or owners of the unit or units sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Trustee so that the sum on deposit with said Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, limited common elements and unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each unit or units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a unit and his unit shall bear the same proportion to the total assessment levied against all of said owners of units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's unit bear to the cost applicable to all of said units sustaining loss or damage. If the casualty insurance proceeds payable to the Trustee in the event of the loss or damage to common elements, limited common elements and unit or units, is not an amount which will pay for the complete repair, replacement or reconstruction of the common elements and limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements shall be paid by the casualty insurance proceeds shall be repaired, replaced and reconstructed from all of the proceeds of the insurance, and the balance of the proceeds shall be used to pay for the repair, replacement or reconstruction of the unit or units sustaining loss or damage. If the insurance proceeds are not sufficient to pay for the repair, replacement or reconstruction of the common elements and limited common elements, then the Association shall levy and collect an assessment from the owner or owners of the unit or units sustaining loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Trustee so that the sum on deposit with said Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, limited common elements and unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each unit or units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a unit and his unit shall bear the same proportion to the total assessment levied against all of said owners of units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's unit bear to the cost applicable to all of said units sustaining loss or damage. If the casualty insurance proceeds payable to the Trustee in the event of the loss or damage to common elements, limited common elements and unit or units, is not an amount which will pay for the complete repair, replacement or reconstruction of the common elements and limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements shall be paid by the casualty insurance proceeds shall be repaired, replaced and reconstructed from all of the proceeds of the insurance, and the balance of the proceeds shall be used to pay for the repair, replacement or reconstruction of the unit or units sustaining loss or damage.

collected by assessment of the owner or owners of a unit or of units sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of a unit or units sustaining such loss or damage. In said latter event, assessment of the owner or owners of unit or units shall be made without regard to existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to any unit.

15.6 In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that that insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the units or only by the owner or owners of any unit or units sustaining loss or damage, or both, shall be deposited with said Trustee not later than thirty (30) days from the date on which said Trustee shall receive the monies payable under the policy or policies of casualty insurance.

15.7 In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the Trustee, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Trustee shall be paid to all of the owners of all units and their respective mortgagees and mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.

15.8 Notwithstanding anything herein contained, should any claim, or the proceeds of any settlement of an insurance claim, be less than TEN THOUSAND DOLLARS (\$10,000.00), then such sum need not be deposited with the Trustee, but rather shall be paid directly to the Association to be distributed in accordance with the terms of this Article.

15.9 Notwithstanding anything herein contained, every unit owner in The Ocean Gallery Villas shall carry personal property and liability insurance for his contents and interior activities in the unit in the form of a condominium owner's policy.

16. TERMINATION.

The private club shall be subject to termination in the following manner:

16.1 Termination of the private club shall be effected by the agreement of unit owners who in the aggregate own not less than ninety-five percent (95%) of the units to be included in the consideration for such agreement, and the execution by a not less than ninety-five percent (95%) of the unit owners of a written instrument, to be recorded in the public records of the jurisdiction in which the property is located, that the private club is being terminated and that the unit owners agree to the termination of the private club.

agreement has been recorded in the Public Records of St. Johns County, Florida.

16.2 Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this Condominium Plan of Ownership will be terminated and all Declarations revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

16.3 Shares of Unit Owners after Termination: After termination of the Condominium, the unit owners shall own the property formerly in the condominium village(s) as tenants in common in undivided shares and the holders of mortgages and liens against the units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be as set forth in Article 21, subject to the conditions of paragraph 16.6. The costs incurred by the Association in connection with a termination shall be a Common Expense.

16.4 Following termination, the property may be partitioned and sold upon the application of any unit owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for sale of the property as a whole, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such form as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

16.5 The members of the Board of Directors acting collectively as agent for all unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16.6 Each unit owner, for himself and his successors in interest, covenants and agrees with each other unit owner, that upon sale of amenities such as walkways, greenbelts, swimming pools, and other common element recreation areas if any after termination of the Condominium, the proceeds therefrom shall be calculated and shall be disbursed by the Association to each unit owner in proportionate shares as set forth by the fractional basis of paragraph 12. The intent of this paragraph is to allow fair treatment to each unit owner and between unit owners with respect to those amenities so that each unit owner shall share proportionately with each other unit owner, not only in the expenses of those amenities, but also in the proceeds of the sale of those amenities, whether the amenities are located in this phase or in subsequent phases.

17. AMENITIES. This section shall not apply to a condominium in the Ocean Bldg. set forth in Section 17.1 hereof, but shall apply to the other condominiums.

Except for any limitation on the use of the common elements, the unit owners shall have the right to use the common elements for the purposes intended by the Association. The Association shall maintain the common elements in a safe and sound condition and shall be responsible for the repair and maintenance of the common elements. The Association shall also be responsible for the insurance of the common elements. The Association shall also be responsible for the payment of the taxes on the common elements. The Association shall also be responsible for the payment of the interest on the loans for the common elements. The Association shall also be responsible for the payment of the principal on the loans for the common elements. The Association shall also be responsible for the payment of the interest on the loans for the common elements. The Association shall also be responsible for the payment of the principal on the loans for the common elements.

shall require a vote of the Association, in which instance consent of all the owners of all the units and their respective mortgages in this condominium shall be required, this Declaration may be amended in the following manner:

- 17.1 An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of two-thirds (2/3) of the Directors or by two-thirds (2/3) of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or some other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association to occur on a date not sooner than ten (10) days nor later than thirty (30) days from receipt by the officer of the proposed amendment or amendments.
- 17.2 The Secretary shall give each member written notice of such Special Meeting indicating the time and place thereof and the proposed amendment or amendments, which proposed amendment or amendments shall be in a form sufficient to apprise the members of the subject matter thereof, and personally deliver or mail the notice not less than five (5) days nor more than fifteen (15) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage pre-paid, and addressed to the member at his post office address as it appears on the records of the Association.
- 17.3 The amendment or amendments proposed must be approved at the meeting by an affirmative vote of not less than seventy-five percent (75%) of the members of the Association in order for such amendment or amendments to become effective. After adoption, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the amendment or amendments, executed with the same formalities as a Deed, shall be recorded in the Public Records of St. Johns County, Florida, within ten (10) days from the date on which the same become effective. The amendment or amendments shall specifically refer to the recording data identifying the book and page where the Declaration is recorded. Thereafter, a copy thereof, in the form in which the same was placed of record, shall be delivered to each of the members of the association but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. No amendment to this Declaration shall be effective which would operate to affect the validity or priority of any mortgage held by a Mortgagee or any unit in this condominium, or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagee or in favor of the lender, unless the consent of all such Mortgagees and the lender is given in writing to the Association. No amendment to this Declaration shall be effective that is in conflict with any rule or regulation of any Federal agency, nor any ordinance or municipal ordinance, or any other law, statute or regulation of any state or without the express approval in writing of the state agency, authority or regulatory body.

18. INTERPRETATION.

When the context requires, the use of any gender shall be deemed to include all gender and the use of any number shall include the singular and plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. If any of the provisions of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then, the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be deemed affected thereby.

19. REMEDIES FOR VIOLATIONS.

For violation or breach of any provisions of this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, the Association, the unit owners, an institutional first mortgagee, or any of them, jointly or severally, may sue for damages or to compel compliance with the terms violated or to prevent the violation of any of the provisions, or for such other relief as may be appropriate. The failure to enforce promptly any of the provisions of this Declaration shall not bar their subsequent enforcement.

20. SPECIAL ASSESSMENT.

20.1 In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the condominium property as a whole as opposed to levying and assessing such tax or special assessment against each unit and its appurtenant undivided interest in the common elements (as now provided by law), then such tax or special assessment so levied shall be paid as a common expense by the Association, and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all units in existence in the Condominium if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Condominium as a whole, instead of as against each separate unit and its appurtenant undivided interest in common elements, shall be apportioned among the owners of all units in existence in the Complex by using the same fractional basis outlined in Article 12, the assessment as described therein.

20.2 In the event that any tax or special assessment shall be levied against the Condominium without apportionment by the taxing authority to the units and appurtenant undivided interest in common elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each unit, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment, and the amount of such tax or special assessment so levied shall be and constitute a lien prior to all mortgages and encumbrances upon any unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgages or encumbrances to the same extent as then by such tax or special assessment that been separately levied by the taxing authority upon each unit and its appurtenant undivided interest in common elements.

20.3 All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a common expense in the annual budget of the Association.

20.4 In apportionment of any tax or special assessment in accordance with the provisions of this article, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a limited common element which may be an appurtenance to any unit.

21. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

This phase of the Ocean Gallery Vistas consists of 45 units. The distribution of common elements is based upon the square footage living area of each unit (including patio area) and results in the factors for each unit as enumerated in Exhibit E hereto.

21.1 The factors listed in Exhibit E hereto for each unit in the Premier phase of The Ocean Gallery Vistas shall be used in all instances referred to in this Declaration where apportionment of expenses is required to be determined. These factors shall be used in determining the ownership of common elements, in determining the assessment for Part One and Part Two expenses as set forth in paragraph 12 herein; and the apportionment of expenses and/or surpluses in the event of casualty or loss as set forth in section 15 hereto; and for disposition of the proceeds of sale of any of the common elements, limited common elements, or units of this condominium as set forth in paragraph 16 herein. Since this is a phase condominium and additional units to be added in the future will increase the number of units in existence in the condominium, the factors of Exhibit E hereto must be employed in a fraction, the numerator of which is the factor, multiplied times the number of units in the particular phase in which the unit is located and the denominator of which is the total number of units in existence in the phase condominium. This fraction can then be applied to determine the particular unit owner's share in expenses, surpluses, or whatever quantity is being calculated, on an apportioned basis.

22. INGRESS - EGRESS AND UTILITY ACCESS.

Access to units within the project will be provided by paved roadway from State Road A1A. The roadway will be constructed upon property which is encompassed in the parcel of land described in Exhibit D.

The Owner, by execution of these documents, grants a perpetual ingress-egress and utility easement over the land described in Exhibit K hereto, for the benefit of units constructed by Owner within the complex. Said easement is graphically depicted and identified in Exhibit D hereto.

This easement is for the purpose of providing ingress-egress and utility access to the complex.

This Declaration of Condominium consisting of this page and 27 preceding pages, was executed by the duly authorized officers of Sun-Mark II Joint Venture partners, Calmark Communities, Inc. And Sunshine State Mortgage Company on this 20th day of January, 1982.

Sun-Mark II Associates

Witnesses:

[Signature]
[Signature]

By: [Signature]
Calmark Communities, Inc.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of January, 1982 by _____, of Sun-Mark II Associates on behalf of the corporation.

NOTARY PUBLIC
My commission expires: _____

Witnesses:

[Signature]
[Signature]

By: [Signature]
Sunshine State Mortgage Company

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of January, 1982 by _____, of Sunshine State Mortgage Company on behalf of the corporation.

NOTARY PUBLIC
My commission expires: _____

004425

LEGAL DESCRIPTION

OFF REC 522 PAGE 44

THE OCEAN GALLERY VISTAS

(PREMIERE PHASE)

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89°24'30" E., 870.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W., 78.02 feet; thence S. 69°43'47" E., 123.69 feet; thence N. 83°11'06" E., 51.00 feet; thence N. 06°48'54" W., 20.00 feet; thence N. 64°15'23" E., 123.51 feet; thence N. 83°11'06" E., 43.55 feet to the coastal construction control line; thence along said line S. 07°29'43" E., 80.14 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 2.601 acres more or less

LESS that property upon which the roadways, parking areas and boardwalks serving this phase of The Ocean Gallery Vistas and subsequent phases of this condominium, to the extent those parking areas, roadways and boardwalks fall within the above description. Lands upon which the parking areas, roadways and boardwalks are constructed are not included in the lands dedicated to condominium ownership and all right, title and interest to this property will remain vested in the Owner, Sun-Mark II Associates until such time as they convey or transfer it to The Ocean Gallery Property Owner's Association.

EXHIBIT A
THE OCEAN GALLERY VISTAS PHASE I CONDOMINIUM PLAN

description:

SEE 522 PAGE 45

THE OCEAN GALLERY VISTAS

A parcel of land in Government Lots 1 and 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89°24'30" E., 870.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 231.19 feet; thence N. 07°29'43" W., 1006.63 feet; thence N. 89°24'30" E., 322.34 feet to the coastal construction control line; thence along said line, S. 07°29'43" E., 969.67 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 9.492 acres more or less

a portion of section 15, township 8 south, range 30 east, st john's county, florida

[illegible]

31

THE OCEAN GALLERY VISTAS

SEE SHEET N° 4

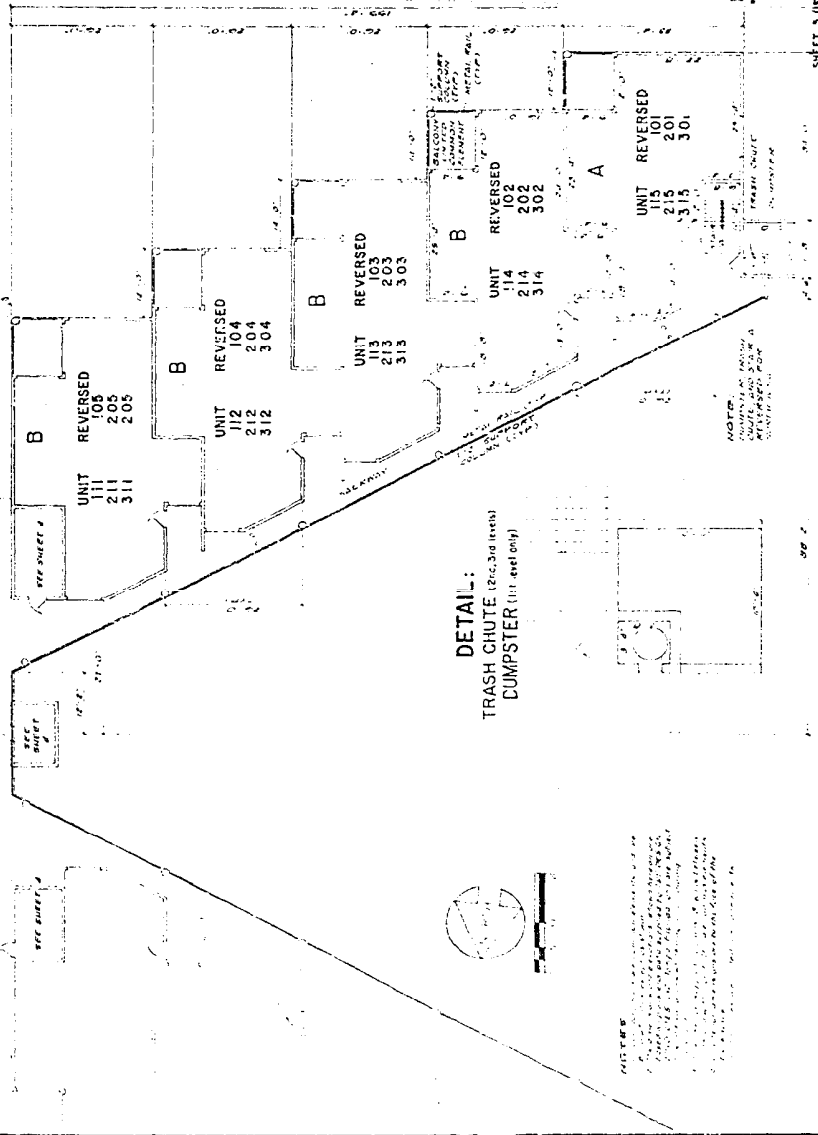
A PROPOSED
CONDOMINIUM

a portion of section 15, Township 8 south,
range 30 east, st. john's county, florida

PREMIERE PHASE

OFF REC 522 PAGE 47

SHEET 3 OF 3

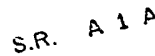


DETAIL:
TRASH CHUTE (2nd, 3rd levels)
DUMPSTER (1st level only)

NOTES:
1. THE TRASH CHUTE AND DUMPSTER ARE TO BE PROVIDED BY THE OWNER.
2. THE TRASH CHUTE AND DUMPSTER ARE TO BE PROVIDED BY THE OWNER.
3. THE TRASH CHUTE AND DUMPSTER ARE TO BE PROVIDED BY THE OWNER.

THE OCEAN GALLERY VISTAS
PREMIERE PHASE
32

a portion of section 15, township 8 south, range 30 east, st. john's county, florida



33

description:

THE OCEAN GALLERY

A parcel of land in Government Lots 1 and 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4, said point also lying on a curve concave Southwesterly and having a radius of 11,509.20 feet (a radial to said curve bears N. 75°41'50" E.); thence Northwesterly along said curve 133.36 feet through a central angle of 00°39'50"; thence tangent N. 14°58'00" W., 1186.64 feet; thence N. 89°24'30" E., 1596 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line, 1289 feet more or less to its intersection with a line which bears, N. 89°24'30" E. from the "TRUE POINT OF BEGINNING"; thence S. 89°24'30" W., 1408 feet more or less to the "TRUE POINT OF BEGINNING".

Containing 44.1 acres more or less

Together with any littoral rights thereunto appertaining.

OCEAN GALLERY VISTAS
HARBOR 10
10/1/10

35

THE OCEAN GALLERY

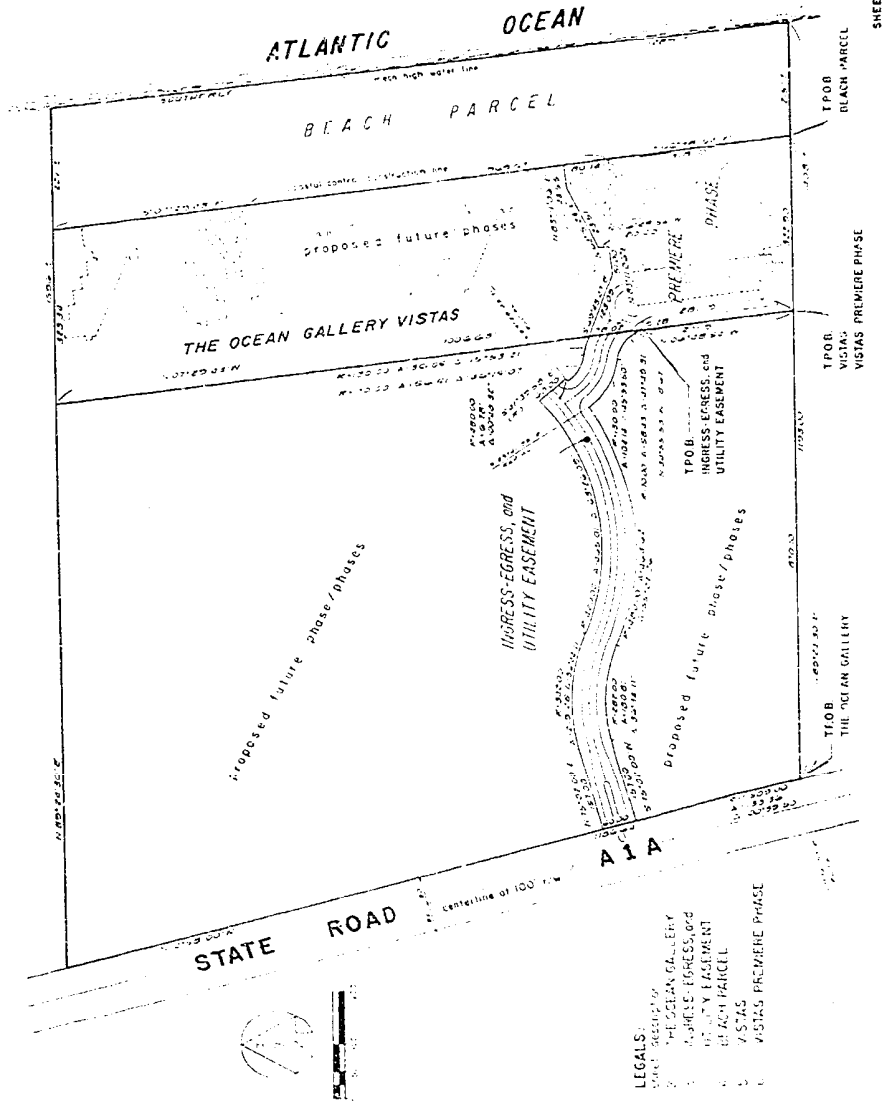
PHASE PLAN

A PROPOSED CONDOMINIUM

a portion of section 15, township 8 south, range 30 east, st. john's county, florida

OFF REC 522 PAGE 51

SHEET 1 OF 6



THE OCEAN GALLERY VISTAS, PREMIER PHASE

Apportionment Factors

(For use in calculating percentage ownership of common elements and
percentage share of common expenses and surplus)

<u>UNIT NUMBER</u>	<u>FACTOR</u>
101	.0198
102	.0216
103	.0216
104	.0216
105	.0216
106	.0280
107	.0216
108	.0216
109	.0216
110	.0280
111	.0216
112	.0216
113	.0216
114	.0216
115	.0198
201	.0198
202	.0216
203	.0216
204	.0216
205	.0216
206	.0280
207	.0216
208	.0216
209	.0216
210	.0280
211	.0216
212	.0216
213	.0216
214	.0216
215	.0198
301	.0198
302	.0216
303	.0216
304	.0216
305	.0216
306	.0280
307	.0216
308	.0216
309	.0216
310	.0280
311	.0216
312	.0216
313	.0216
314	.0216
315	.0198

THE OCEAN GALLERY VISTAS, PREMIER PHASE
37

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR THE OCEAN GALLERY VISTAS,
A PHASE CONDOMINIUM
DEDICATING THE CARIBE PHASE

1. PURPOSE.

WHEREAS, Sun-Mark II Associates, a joint venture, hereinafter referred to as "Owner", has previously caused to be recorded in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, the initial Declaration of a phase condominium dedicating the Ocean Gallery Vistas, Premiere Phase, hereinafter referred to as the "Original Declaration" which Original Declaration was recorded at O.R. Book 522, Page 16, and following; and,

WHEREAS, due to a scrivener's error, the first phase was designated "Premier".

WHEREAS, a scrivener's error appears on Page 13 of the original Declaration in Paragraph 11.3; and,

WHEREAS, a scrivener's error appears on Page 27 of the original Declaration in the second mini-paragraph in Paragraph 22; and,

WHEREAS, Sun-Mark II Associates is the owner of that certain real property, lying and being in the County of St. Johns, State of Florida, legally described in Exhibit A2 attached hereto and made a part hereof, said property being a portion of that certain real property described in Exhibit B attached hereto, and made a part hereof and,

WHEREAS, as the second phase of said property described in Exhibit A2, Owner intends to develop The Ocean Gallery Vistas (identified as "Caribe"), comprised of forty five (45) condominium dwelling units with their appurtenant improvements as one phase of a phase condominium project which may encompass the whole of the land set forth in Exhibit B attached hereto and made a part hereof; said development hereinafter referred to as "The Ocean Gallery Vistas" and,

WHEREAS, this condominium form of ownership will allot to each owner the individual ownership of a certain designated condominium parcel which includes but is in no way limited to the exclusive ownership of a designated unit, together with an undivided interest in and to all of the common elements contained in The Ocean Gallery Vistas which are specifically described in and are subject to this Declaration; and

WHEREAS, it is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through;

NOW, THEREFORE, the Original Declaration is amended to designate the first phase as "Premiere".

Paragraph 11.3 is amended to read as follows:

- 11.3 Boundaries: Each unit shall be bounded as to both horizontal and vertical boundaries, as shown in the plans contained herein as Exhibit C hereto, subject to such encroachments as are contained in the building within which the unit is housed, whether the same exists now or are created by construction, settlement or movement of the building, or permissible re-

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pairs, reconstruction or alteration. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the following intersecting boundaries:

The second mini-paragraph in Paragraph 22 is amended to read as follows:

The Owner, by execution of these documents, grants a perpetual ingress-egress and utility easement over the land described in Exhibit A hereto, for the benefit of units constructed by Owner within the complex.

The Owner on behalf of itself and its successors, grantees, and assigns does hereby declare that the lands described in Exhibit A2 attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provision of Chapter 718, Florida Statutes (1981) in accordance with the terms set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the laws of the State of Florida.

The inclusion of the land described in any Exhibit attached to this Declaration (exclusive of the lands described in Exhibit A2 attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and inclusion by Owner in the development plan of said lands described in any Exhibits attached to this Declaration (exclusive of the lands described in Exhibit A2 attached hereto and the Exhibit A to the Original Declaration) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

2. DESCRIPTION OF IMPROVEMENTS.

A graphic description of the improvements constituting The Ocean Gallery Vistas, Caribe Phase, and identifying the units and common elements, as said terms are hereinafter defined, and their respective locations and approximate dimensions, is attached hereto and made a part hereof as Exhibit C2. Each unit shall have a separate number as indicated and the limited common elements pertaining to that unit are those appurtenant thereto.

3. NAME AND DEFINITIONS.

The name of this phase condominium is The Ocean Gallery Vistas. The second phase shall be identified as the Caribe. The address is Route 5, Post Office Box 17K, St. Augustine, Florida 32084.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 718, Florida Statutes, 1981) as it exists on the date hereof and as follows unless the context otherwise requires:

- 3.1 Unit: A part of the condominium property which is subject to exclusive ownership and shall consist of a part of a building which according to the plot plan contained herein as Exhibit C2 is identified and designated by number.
- 3.2 Unit Owner: Any person, persons, trusts, or other entity which at any given point in time hold fee simple title in and to any particular condominium parcel.
- 3.3 Condominium Parcel: A unit, and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.

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- 3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.
- 3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, and shall include the following:
- 3.5.1 The Balcony/Patio.
- 3.5.2 The enclosure for the air conditioning equipment. (if applicable)
- 3.5.3 The mail box.
- 3.6 Complex: The complex shall mean this condominium and all other condominiums which may be constructed by Owner upon the property set forth in Exhibit D, hereto.
- 3.7 Assessments: There shall be two assessments associated with this condominium. One assessment for the Ocean Gallery Vistas Condominium Association, Inc. and one assessment for the Ocean Gallery Property Owner's Association, Inc.
- 3.7.1 Condominium Association Assessment shall mean the unit owners share of the funds required for the cost of maintaining, repairing and managing the property and common elements of the condominium, which are from time to time assessed against the unit owners.
- 3.7.2 Property Owner's Association Assessment shall mean the unit owner's share of the funds required for the cost of maintaining, repairing and managing property which may be owned by the Property Owner's Association including the driving surfaces, parking areas, boardwalks, ocean front beach area and certain recreational facilities, which are from time to time assessed against the unit owners.
- 3.8 Association: The Association means The Ocean Gallery Vistas Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida responsible for the operation of the condominium, and its successors.
- 3.9 Common Expenses: All expenses and assessments properly incurred by the Association for the condominium, including but not limited to:
- 3.9.1 Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association.
- 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
- 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 Common Surplus: Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

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- 3.11 Person: Any individual, firm, corporation, trustee or other entity capable of holding title to real property.
- 3.12 Owner: Owner means Sun-Mark II Associates, a joint venture comprised of Calmark Communities, Inc., a California corporation licensed to do business in Florida and Sunshine State Mortgage Company, a Florida corporation; its successors and assigns.
- 3.13 Share: A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 Condominium Property: Condominium property means and includes the land in the condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, for use in connection with the Condominium.
- 3.15 Condominium Documents: Condominium documents include the Original Declaration, together with all Exhibits attached thereto; all Amendments to the Original Declaration together with all Exhibits attached thereto; Articles of Incorporation of The Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida Corporation; the By-Laws of the Association; the Rules and Regulations of the Association; Contract for Sale; the Articles of Incorporation of the Ocean Gallery Property Owner's Association; and, all other documents required pursuant to the Condominium Act (Chapter 718, F.S., 1981).
- 3.16 Majority: The word majority shall mean the number of unit owners required to make up 51% or more of the votes assigned in the Condominium Documents to the unit owners for voting purposes.
- 3.17 Project: One or more phases of the phase condominium proposed to be constructed by Owner upon the land described in Exhibit B hereto.
- 3.18 Property Owner's Association: The Property Owner's Association means The Ocean Gallery Property Owner's Association, Inc., a non-profit corporation under the laws of the State of Florida responsible for the operation, management, maintenance and repair of those properties which may be conveyed to it by the Owner for the benefit, use and enjoyment of all unit owners within the complex.

4. PLAN OF DEVELOPMENT.

- 4.1 Common Plan.
The Owner proposes to develop The Ocean Gallery Vistas as a phase Condominium in four distinct phases upon the parcel of property described in Exhibit B hereto. The first phase (Premiere) has been constructed upon the property of Exhibit A to the Original Declaration. The second phase (Caribe) is proposed to be constructed upon the property of Exhibit A2, hereto. In addition to developing The Ocean Gallery Vistas as a phase condominium, the Owner also proposes to develop one or more condominiums upon the property described in Exhibit D which is contiguous and adjacent to the properties described in Exhibit A to the Original Declaration, and in Exhibits A2 and B to this Amendment. The first phase of The Ocean Gallery Vistas, therefore, is the first phase of the proposed phase condominium which in turn is the first condominium in a proposed multi-condominium development. The Premiere phase of The Ocean Gallery Vistas consists of forty five units. The Caribe phase also consists of forty-five units. The property comprising the Premiere and Caribe phases together with the improvements thereon which will be constructed by the Owner is one of several parcels of land which Owner proposes to purchase and improve as a single

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condominium comprised of one or more buildings; said property being described in Exhibit B to this Declaration. A common plan of development of said property is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a phase of this condominium.

The phases constructed by Owner within the project shall be operated and governed by The Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida Corporation. Each unit owner in the condominium shall be assessed a fee for maintenance and repairs of The Ocean Gallery Vistas common elements and facilities.

4.2 Phase Descriptions.

The Ocean Gallery Vistas phase condominium proposed to be constructed by the Owner upon the lands described in Exhibit B hereto is planned for development in distinct phases. The first phase of The Ocean Gallery Vistas has been designated "Premiere" and consists of forty five units constructed upon the property described in Exhibit A to the Original Declaration which is a portion of that property set forth in Exhibit B.

Along with the forty five units of the Premiere phase a swimming pool suitable for diving has been constructed which is "Y" shaped and approximately 53 feet long at its longest point, with two legs measuring approximately twenty feet by twenty five feet and a third leg measuring approximately twenty feet by twenty four feet or approximately 1460 square feet, with a maximum depth of approximately seven feet. The pool is surrounded by a concrete deck with keystone finish, approximately 12 feet wide all around the perimeter. Capacity of the pool is approximately 50 persons at any one time. A bath house/ changing facility has been provided along with a whirlpool/spa area. The whirlpool/spa contains hot jets and is approximately 12 feet in diameter. A masonry barbecue has been constructed west of the whirlpool/spa. This swimming pool, whirlpool, barbecue and bathhouse are located to the north of the Premiere phase and will be available for the use of all unit owners of condominiums within the proposed 180 units phase condominium development. A swimming pool, bathhouse/ changing facility, barbecue and whirlpool/spa area is also proposed to be provided with the construction of the third phase of The Ocean Gallery Vistas.

The second phase of The Ocean Gallery Vistas, if developed, will be designated "Caribe" and will consist of forty five units housed within a single three story building and generally located as indicated in Exhibit C2 attached hereto. Of those forty five units there will be thirty nine two bedroom, two bath units and six three bedroom, two bath units.

The third phase of The Ocean Gallery Vistas if developed, will be designated "Agean" and will similarly consist of forty five units housed in a single three story building generally located as indicated on Exhibit C2 attached hereto. Of those forty five units there will be thirty nine two bedroom, two bath units and six three bedroom, two bath units. Also, as previously indicated, Owner proposes to construct along with the buildings of Agean a swimming pool, bath house/ changing facility and whirlpool/ spa facility.

The fourth phase, of The Ocean Gallery Vistas if developed, will be designated "Pacifica" and, will also consist of forty five units contained in a single three story building generally located as indicated on Exhibit C2 hereto. Thirty nine of those units will be two bedroom, two bath, and six of those units will be three bedroom, two bath.

Premiere phase of The Ocean Gallery Vistas has been completed; Caribe phase of The Ocean Gallery Vistas is scheduled

for completion prior to July 1, 1984; phase Agean of The Ocean Gallery Vistas is scheduled for completion prior to July 1, 1985; and phase Pacifica of the Ocean Gallery Vistas is scheduled for completion prior to July 1, 1986.

Each unit owner in the Ocean Gallery Vistas will share ownership in the common elements and bear association expenses on the basis of square footage living area (including patio area) of the particular unit. The factors for calculating such ownership interest and or expense responsibility for each unit in the Caribe phase are set forth on Exhibit E2 hereto.

The factor is applied in calculating a multiplier to determine a unit's apportioned share. This multiplier is comprised of a numerator containing the product of the factor times the number of units in the phase of which the unit is a part and a denominator containing the total number of units then existing within the Ocean Gallery Vistas.

For example, if a unit's factor is .0280, the unit is located in the first phase, and, two additional phases have been constructed for a total of 135 units then, the first unit's multiplier would be:

$$\frac{(\text{Factor}) \times (\text{Units In Phase})}{\text{Units In Condominium}}$$

or

$$\frac{(.0280) \times (45)}{135} = .00933$$

Each unit owner in this phase condominium will be entitled to one vote and one membership in The Ocean Gallery Vistas Condominium Association. As previously indicated, recreational facilities are planned to be constructed with the Premiere phase and with the proposed third phase of this condominium. In the event future phases of this condominium are not constructed, the recreational facilities constructed with this first phase will then be for the sole use and benefit of the owners in units within the first phase. It is the Owner's intent for this phase condominium to provide one amenities package to each pair of forty five unit buildings. The Owner does not contemplate the addition of any time share estates with respect to any units in any phase of this development.

4.3 Recreational Facilities.

There will be two types of recreational facilities associated with this development.

4.3.1 Common element facilities: This condominium will be provided with recreational facilities which are common elements of the condominium and as previously referred to will include a swimming pool, a bathhouse and a whirlpool/spa area. These common elements are for the exclusive use of unit owners within the phase condominium.

4.3.2 Shared facilities: The Ocean Gallery Property Owner's Association may or will hold title to various properties and recreational facilities located within the lands of Exhibit D hereto which will be for the use of all owners of units within the complex developed by the owner upon the lands in Exhibit D. These facilities would include the beach area, the boardwalks, the tennis court facilities, as well as the driving and parking areas. This property and facilities would not constitute a portion of the common elements of this or any other condominium to be constructed at the site but will be owned, operated, managed and maintained by the Property Owner's Association for the benefit of all unit owners within the complex. Although parking

spaces and parking areas will be conveyed to and owned by The Property Owner's Association, one parking place has been dedicated to each unit of the condominium as designated by number on the plot plan of Exhibit C to the Original Declaration and Exhibit C2 hereto. These parking places will be conveyed to The Property Owner's Association subject to dedication of these particular numbered spaces to the units of corresponding numerical identification. The remaining parking spaces shall be commonly used and the Property Owner's Association may not assign remaining spaces to any particular unit or units.

5. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common elements shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All properties covered by Exhibit A to the Original Declaration and Exhibit A2 hereto, shall be subject to a perpetual easement for encroachments that now or hereafter exists caused by construction or settlement or movement of the buildings and such encroachments shall be permitted to remain undisturbed, space and the easement shall continue until the encroachments no longer exist. The common elements, including but not limited to drives, walkways, swimming pools, greenbelts, lands and conservation areas, if any, are subject to a perpetual, non-exclusive easement, in favor of the adjoining lands described in Exhibit B, for ingress and egress, by pedestrian and vehicular means, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, The Ocean Gallery Vistas Condominium Association, Inc. shall have the right to establish the rules and regulations governing the use and enjoyment of all the common elements in this condominium and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

6. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

The Premiere phase of the Ocean Gallery Vistas consists of 45 units. The Caribe Phase also consists of 45 units. The distribution of common elements is based upon the square footage living area of each unit (including patio area) and results in the factors for each unit as enumerated in Exhibit E of the Original Declaration and in Exhibit E2 hereto.

21.1 The factors listed in Exhibit E of the Original Declaration and in Exhibit E2 hereto for each unit in the Premiere and Caribe Phases of The Ocean Gallery Vistas shall be used in all instances referred to in this Declaration where apportionment of expenses is required to be determined. These factors shall be used in determining the ownership of common elements, in determining the assessment for Part One and Part Two expenses as set forth in paragraph 12 herein; and the apportionment of expenses and/or surpluses in the event of casualty or loss as set forth in section 15 hereto; and for disposition of the proceeds of sale of any of the common elements, limited common elements, or units of this condominium as set forth in paragraph 16 herein. Since this is a phase condominium and additional units to be added in the future will increase the number of units in existence in the condominium, the factors of Exhibit E of the Original Declaration

OGIVf3

May 27, 1983

and Exhibit E2 hereto must be employed in a fraction, the numerator of which is the factor, multiplied times the number of units in the particular phase in which the unit is located and the denominator of which is the total number of units in existence in the phase condominium. This fraction can then be applied to determine the particular unit owner's share in expenses, surpluses, or whatever quantity is being calculated, on an apportioned basis.

7. INCORPORATION BY REFERENCE.

7.1 The following Articles of the Original Declaration are herein incorporated by reference:

- 7.1.1 Easements.
- 7.1.2 Restraints on Subdividing and Partition.
- 7.1.3 Retained Rights of Owner.
- 7.1.4 Maintenance, Repairs and Alterations.
- 7.1.5 The Ocean Gallery Associations.
- 7.1.6 Ownership of Condominium Units.
- 7.1.7 Assessments.
- 7.1.8 Sale, Rental, Lease or Transfer.
- 7.1.9 Enforcement of Maintenance Requirements.
- 7.1.10 Insurance Provisions.
- 7.1.11 Termination.
- 7.1.12 Amendment.
- 7.1.13 Interpretation.
- 7.1.14 Remedies for Violations.
- 7.1.15 Special Assessment.

7.2 The following Exhibits to the Original Declaration are herein incorporated by reference:

- 7.2.1 Exhibit A, Legal Description, Premiere.
- 7.2.2 Exhibit B, Legal Description, Project.
- 7.2.3 Exhibit C, Graphics, Premiere.
- 7.2.4 Exhibit D, Legal Description, Complex.
- 7.2.5 Exhibit E, Apportionment Factors, Premiere.
- 7.2.6 Exhibit F, Articles of Incorporation of The Ocean Gallery Vistas Condominium Association, Inc.
- 7.2.7 Exhibit H, Articles of Incorporation of The Ocean Gallery Property Owners Association, Inc.
- 7.2.8 Exhibit G, Bylaws of The Ocean Gallery Vistas Condominium Association, Inc.

This Declaration of Condominium consisting of ten pages was executed by the duly authorized officer of Sun Mark II Associates, a Joint Venture whose partners are Calmark Communities, Inc. and Sunshine State Mortgage Company, on this th day of June, 1983.

Sun-Mark II Associates

Calmark Communities, Inc.

Sunshine State Mortgage Company

By: J. Andrew Seawright

By: William P. Hufnagel
William P. Hufnagel
Executive Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of June, 1983 by J. Andrew Seawright, who is the Vice President of Calmark Communities, Inc., on behalf of the corporation.

Edwina B. ...
NOTARY PUBLIC
My commission expires: 4-27-85

SEAL

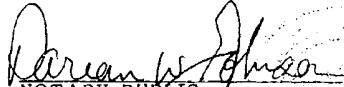
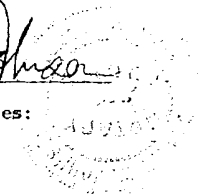
OGIVf9

May 27, 1983

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th
day of JUNE, 1983 by WILLIAM P. HUENAGEL, who is the
EXECUTIVE VICE PRES. of Sunshine State Mortgage Company, on behalf of the
corporation.


NOTARY PUBLIC
My commission expires:
MAY 16, 1986


This Instrument Was Prepared By:

John W. McWhirter, Jr.
LAWSON, McWHIRTER & GRANDOFF
201 East Kennedy Blvd., Suite 821
Post Office Box 3350
Tampa, Florida 33601

OGIVf10

May 27, 1983

THE OCEAN GALLERY VISTAS PREMIERE PHASE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89°24'30" E., 870.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W., 78.02 feet; thence S. 69°43'47" E., 123.09 feet; thence N. 83°11'06" E., 51.00 feet; thence N. 06°48'54" W., 20.00 feet; thence N. 64°15'23" E., 123.51 feet; thence N. 83°11'06" E., 43.55 feet to the coastal construction control line; thence along said line S. 07°29'43" E., 80.14 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 2.601 acres more or less

LESS that property upon which the roadways, parking areas and boardwalks serving this phase of The Ocean Gallery Vistas and subsequent phases of this condominium, to the extent those parking areas, roadways and boardwalks fall within the above description. Lands upon which the parking areas, roadways and boardwalks are constructed are not included in the lands dedicated to condominium ownership and all right, title and interest to this property will remain vested in the Owner, Sun-Mark II Associates until such time as they convey or transfer it to The Ocean Gallery Property Owner's Association.

EXHIBIT A to Declaration of
Condominium for The Ocean Gallery
Vistas

EXHIBIT A1 to The Ocean Gallery
Vistas Caribe Prospectus

0019

LEGAL DESCRIPTION OF CARIBE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300.00 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89° 24' 30" E., 870.10 feet to the Southwest corner of "The Ocean Gallery Vistas, Premiere Phase," a condominium, as recorded in Condominium Plat Book 522, Pages 16 through 75 of the Public Records of said county; thence along the West line of said plat the following: N. 06° 48' 54" W., 281.19 feet; thence N. 07° 29' 43" W., 78.02 feet to the Northwest corner of said "The Ocean Gallery Vistas, Premiere Phase" and the point of beginning, said point also lying on the Northerly line of a 60.00 foot ingress-egress and utility easement as recorded in O.R. Book 513, Pages 742 through 744 of the Public Records of said county; said point also lying on a non-tangent curve concave Southwesterly and having a radius of 130.00 feet; thence Northwesterly along said curve and easement line 36.05 feet through a central angle of 15° 53' 21" (chord N. 74° 48' 44" W., 35.94 feet) to a reverse curve concave Northeasterly and having a radius of 70.00 feet; thence Northwesterly along said curve, 56.51 feet through a central angle of 46° 15' 07" (chord N. 59° 37' 51" W., 54.99 feet) to a non-tangent curve concave Northwesterly and having a radius of 480.00 feet; thence Northeasterly along said curve 6.78 feet through a central angle of 00° 48' 32" (chord N. 48° 44' 18" E., 6.78 feet); thence non-tangent from said curve N. 41° 39' 58" E., 5.00 feet radial to a curve concave Westerly and having a radius of 168.22 feet; thence leaving said ingress-egress and utility easement, Northerly along said curve 163.92 feet through a central angle of 55° 49' 48" (chord N. 20° 25' 11" E., 157.51 feet); thence N. 07° 29' 43" W., 73.69 feet; thence N. 82° 30' 17" E., 321.00 feet to the coastal construction control line; thence along said line, S. 07° 29' 43" E., 268.17 feet to the Northeast corner of said "The Ocean Gallery Vistas, Premiere Phase;" thence along the Northerly line of said plat the following: S. 83° 11' 06" W., 43.55 feet; thence S. 64° 15' 23" W., 123.51 feet; thence S. 06° 48' 54" E., 20.00 feet; thence S. 83° 11' 06" W., 51.00 feet; thence N. 69° 43' 47" W., 123.09 feet to the point of beginning. Containing 2.302 acres more or less.

0020

CG1Vh1

EXHIBIT A2

description:

THE OCEAN GALLERY

A parcel of land in Government Lots 1 and 4 in Section 15, Township 8 South, Range 20 East, St. Johns County, Florida, being further described as follows:

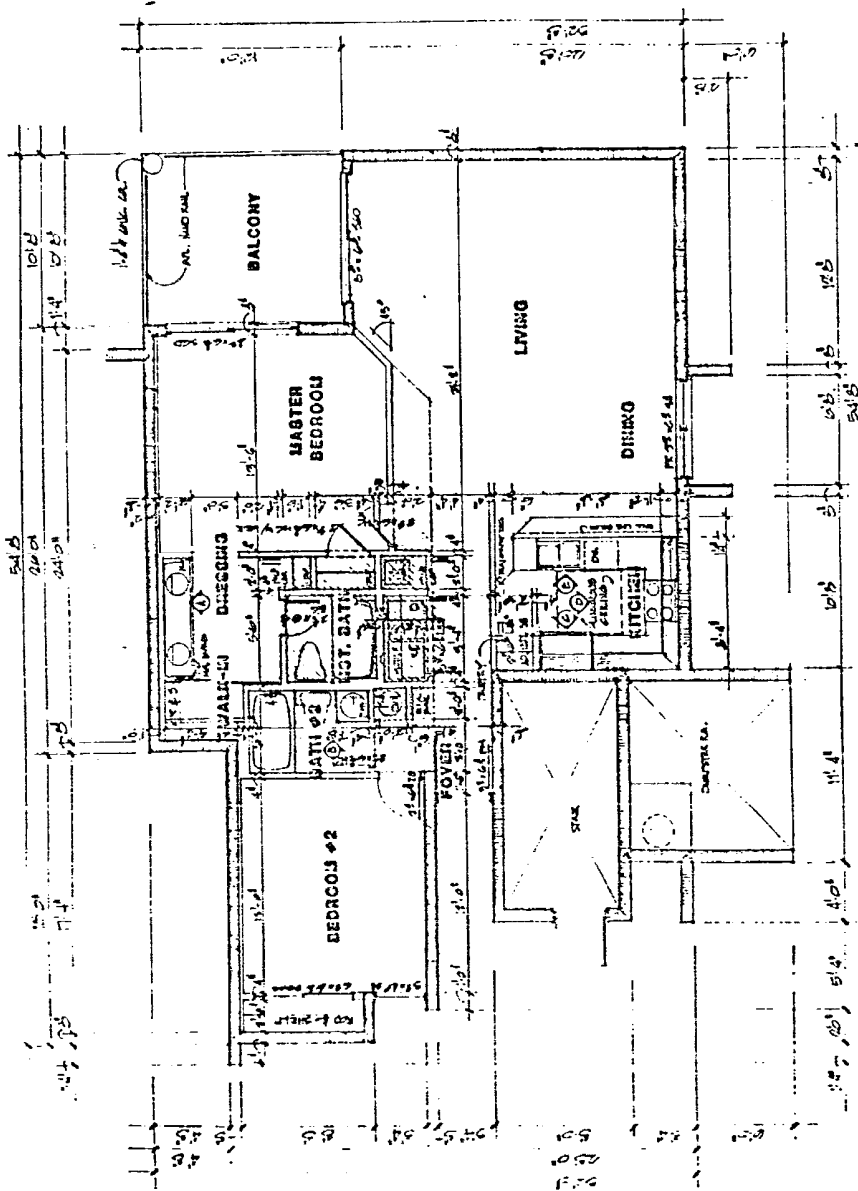
Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4, said point also lying on a curve concave Southwesterly and having a radius of 11,509.20 feet (a radial to said curve bears N. 75°41'50" E.); thence Northwesterly along said curve 133.36 feet through a central angle of 00°39'50"; thence tangent N. 14°53'00" W., 1136.64 feet; thence N. 89°24'30" E., 1596 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line, 1289 feet more or less to its intersection with a line which bears, N. 89°24'30" E. from the "TRUE POINT OF BEGINNING"; thence S. 89°24'30" W., 1403 feet more or less to the "TRUE POINT OF BEGINNING".

Containing 44.1 acres more or less

Together with any littoral rights thereunto appertaining.

0021

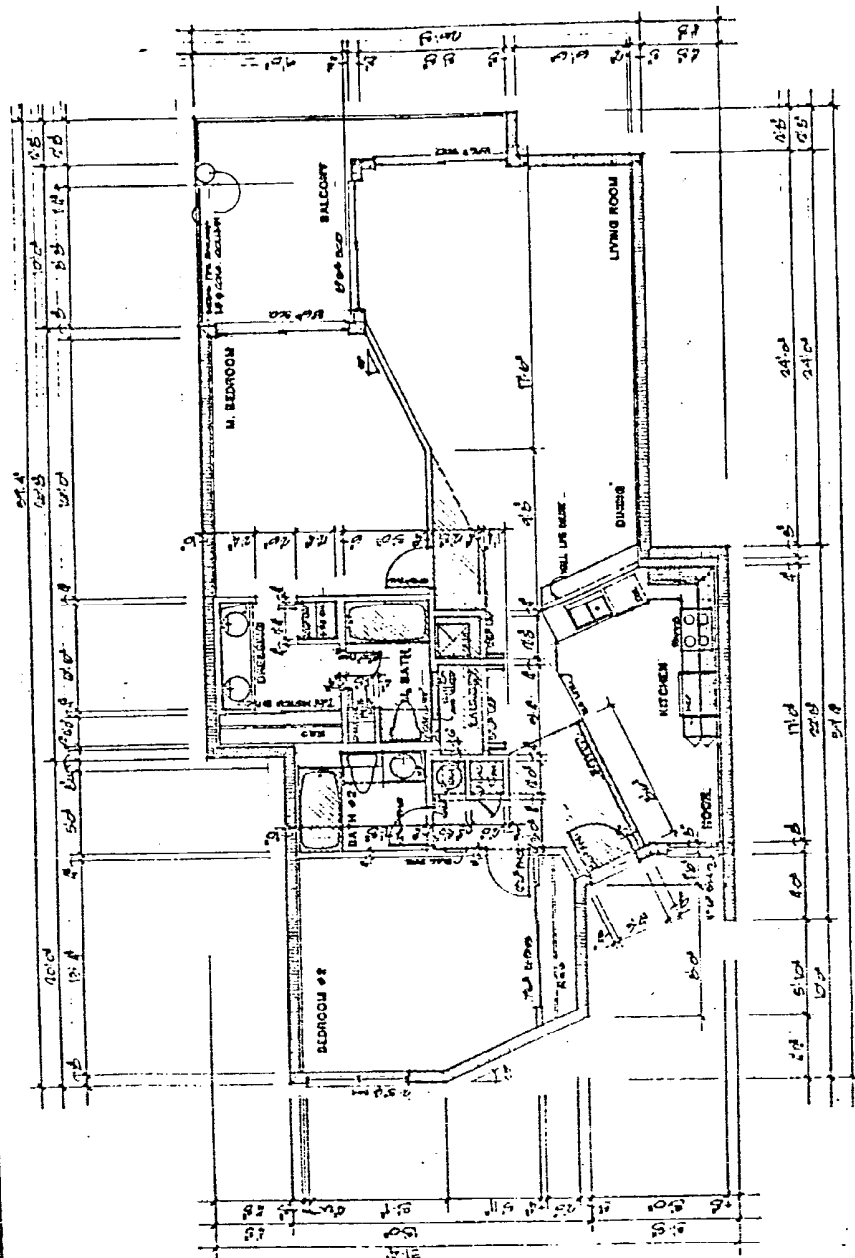
OCEAN GALLERY PROSPECTUS
EXHIBIT B



UNIT "A"
FLOOR PLAN
1/8" = 1'-0"

EXHIBIT C2
Page 1
of 9

0022

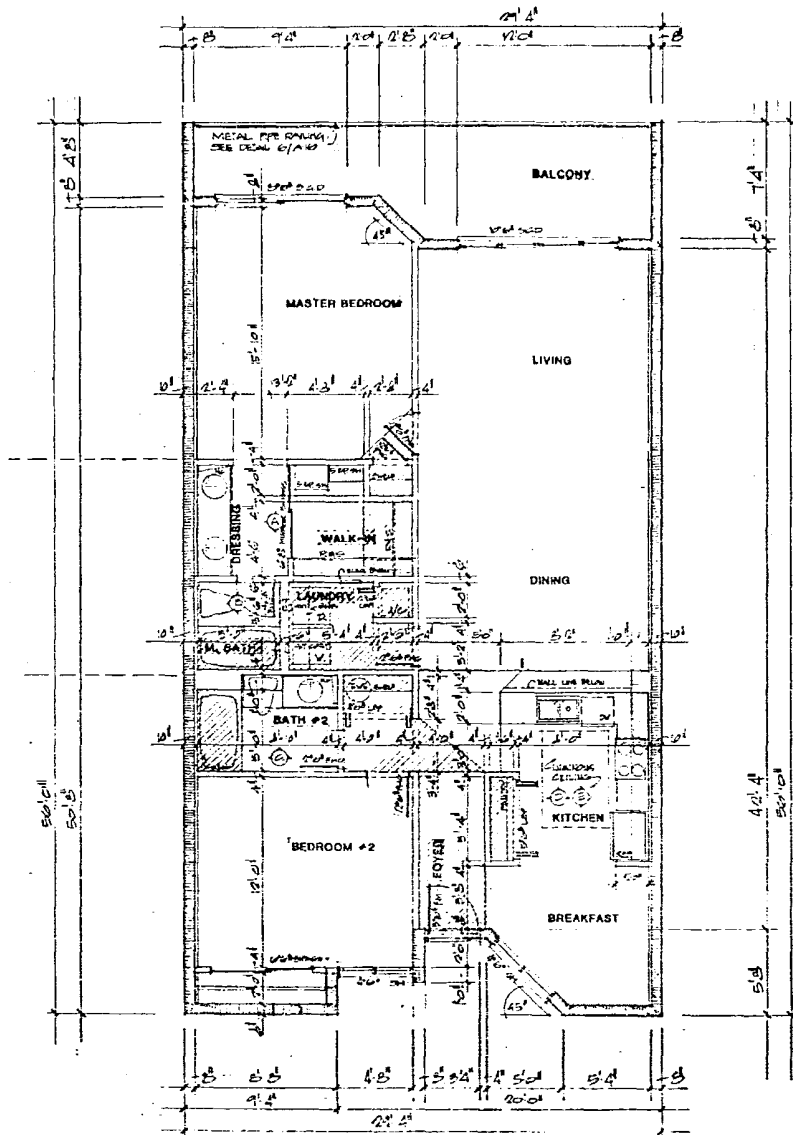


UNIT "B"

FLOOR PLAN

EXHIBIT C2
Page 2
of 9

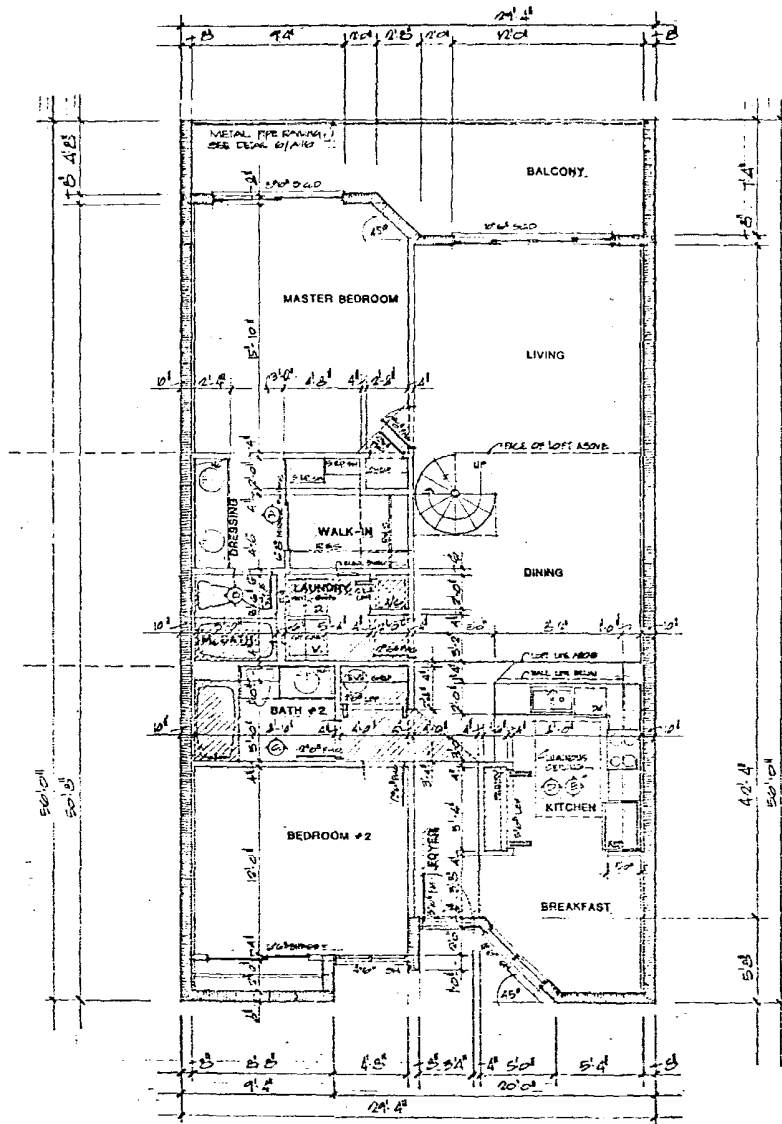
6023



FLOOR PLAN 1st & 2nd floor
1/4"=1'0"

UNIT "C"

0024

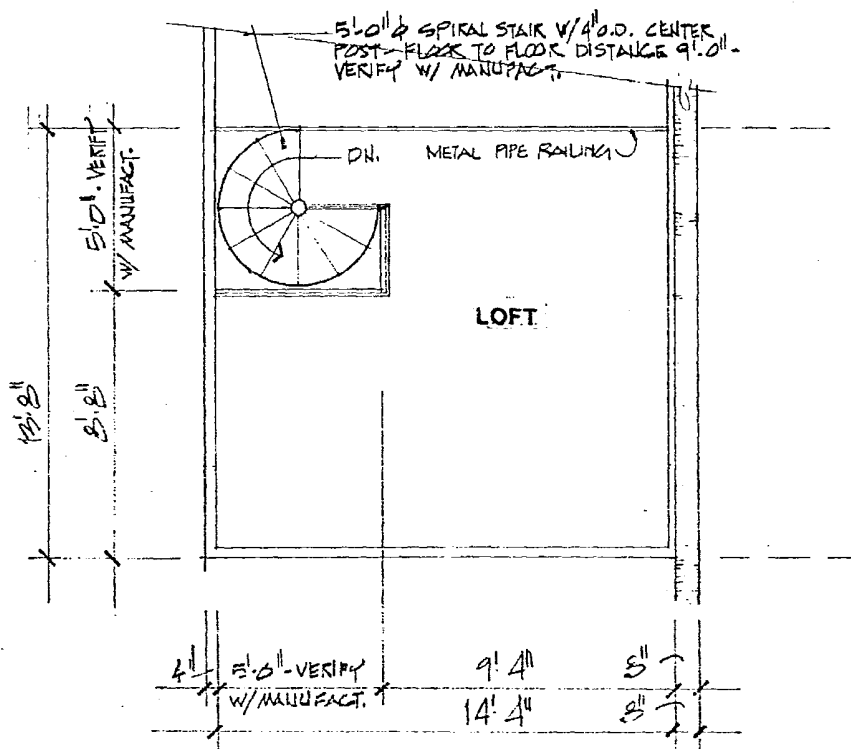


FLOOR PLAN

1/4"=1'0" 3rd floor

UNIT "C"

0024-F

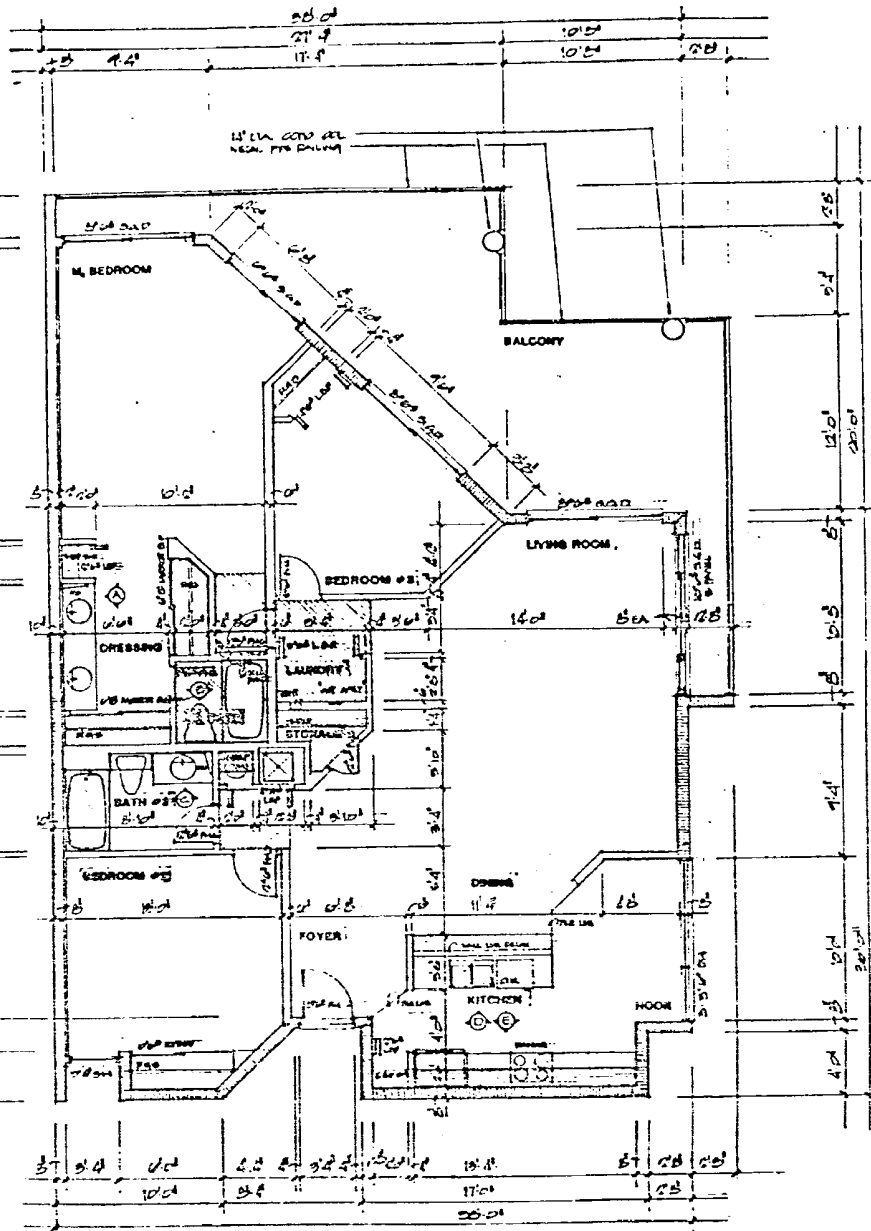


OPT. LOFT PLAN

3rd FLOOR ONLY 1/4":1'0"

UNIT "C"

0024-B

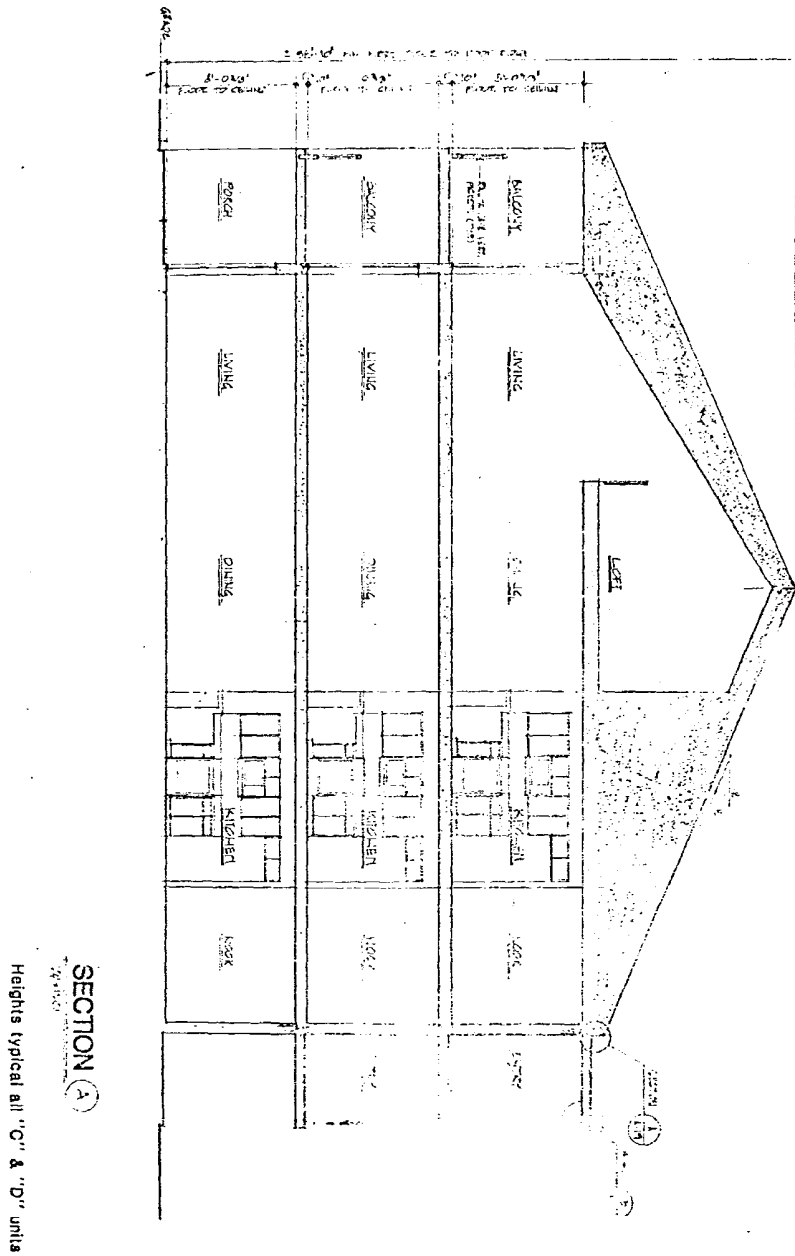


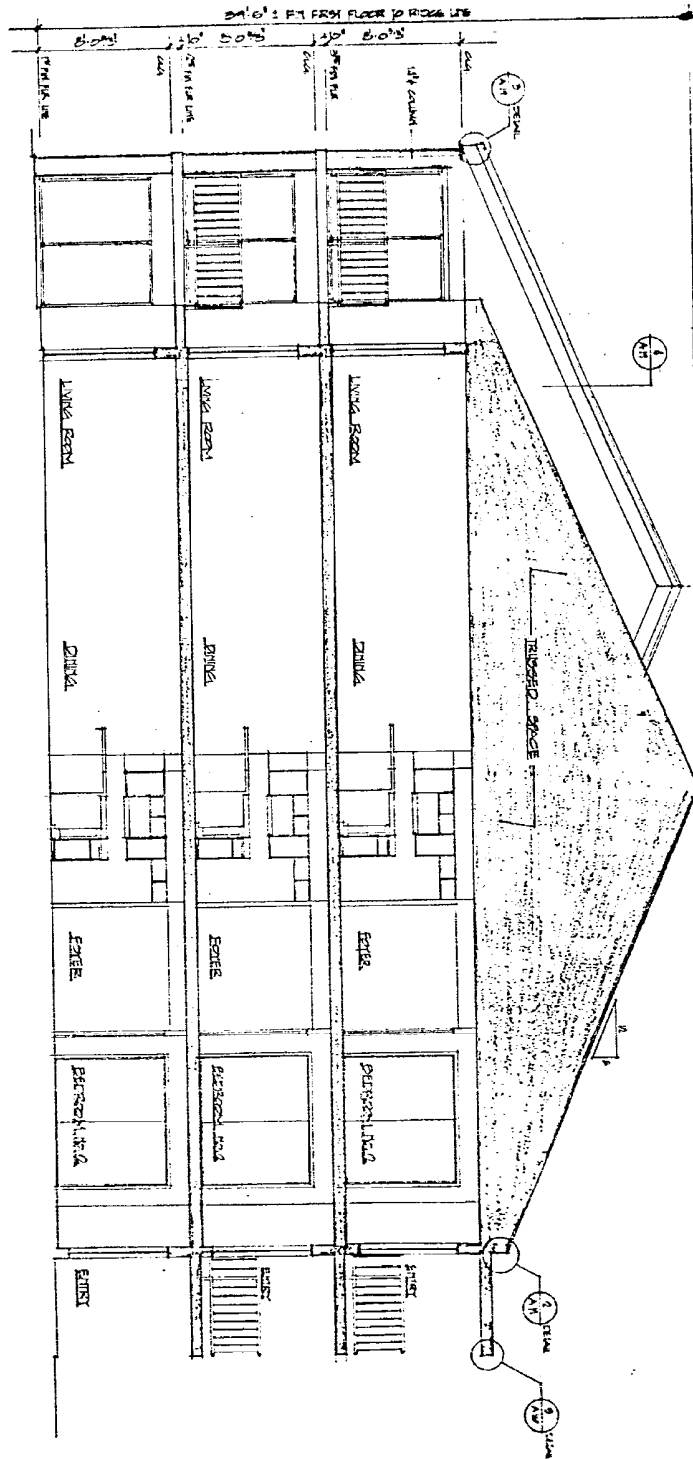
FLOOR PLAN
1/8"=1'0"

UNIT "D"

EXHIBIT C2
Page 5
of 9

0025





SECTION 15
Heights typical all "A" & "B" units

0025-B

CARIBE PHASE

A PROPOSED CONDOMINIUM

0026

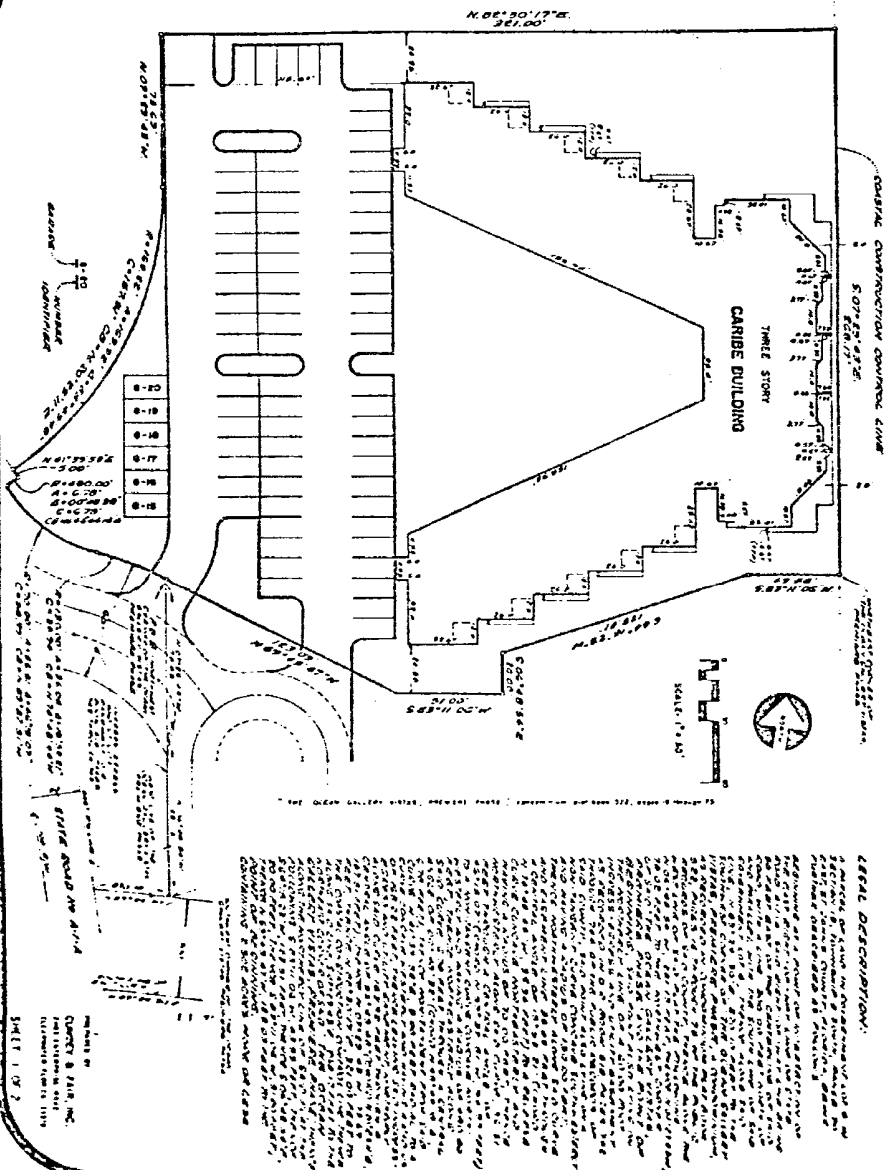


EXHIBIT C? Page 8 of 9

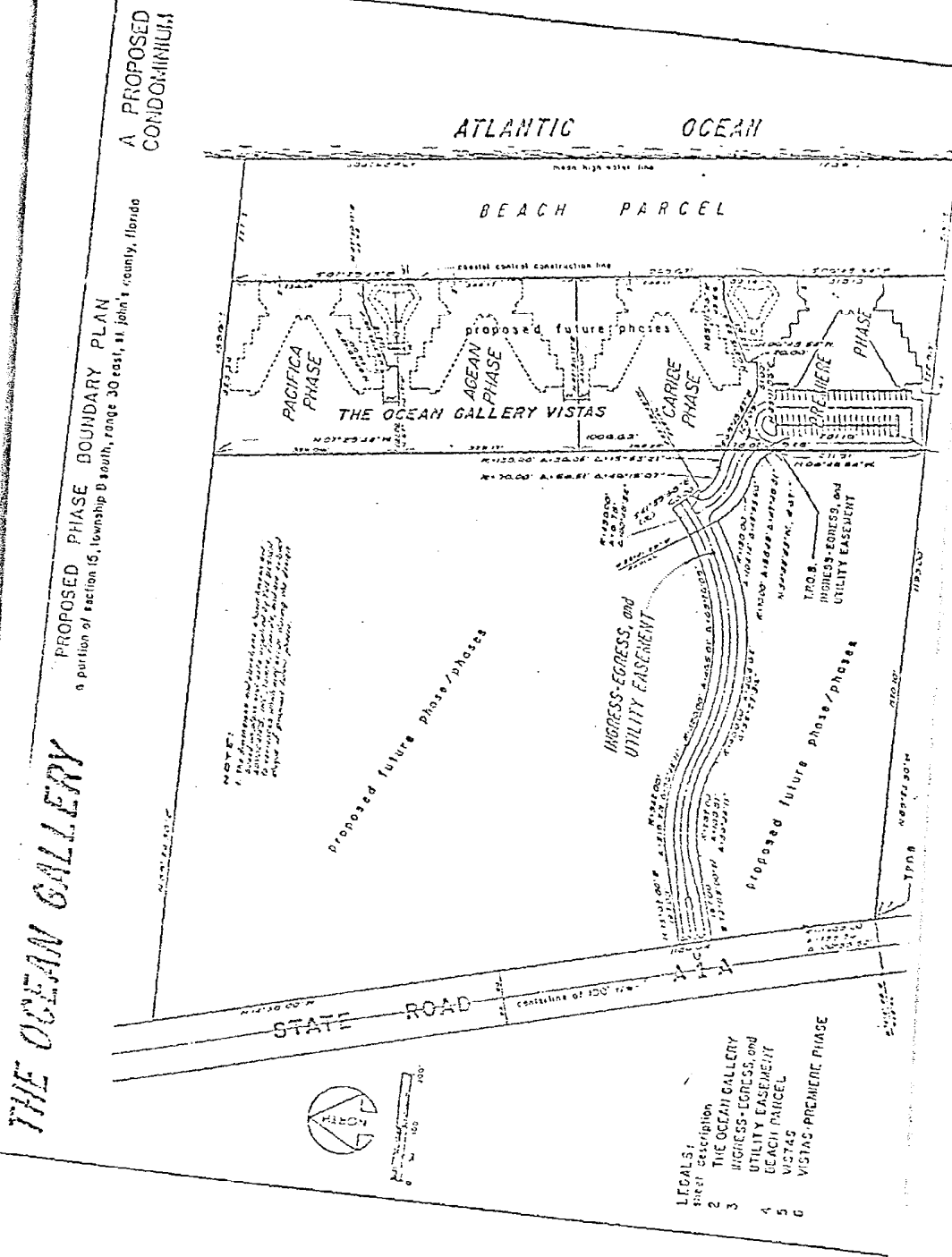


EXHIBIT D

0025

THE OCEAN GALLERY VISTAS, CARIBE PHASE

Apportionment Factors

(For the use in calculating percentage ownership of common elements and percentage share of common expenses and surplus)

<u>UNIT NUMBER</u>	<u>FACTOR</u>
101	.0198
102	.0216
103	.0216
104	.0216
105	.0216
106	.0230
107	.0216
108	.0216
109	.0216
110	.0280
111	.0216
112	.0216
113	.0216
114	.0216
115	.0198
201	.0198
202	.0216
203	.0216
204	.0216
205	.0216
206	.0280
207	.0216
208	.0216
209	.0216
210	.0280
211	.0216
212	.0216
213	.0216
214	.0216
215	.0198
301	.0198
302	.0216
303	.0216
304	.0216
305	.0216
306	.0232
307	.0216
308	.0216
309	.0216
310	.0232
311	.0216
312	.0216
313	.0216
314	.0216
315	.0198

OG4-i

9

EXHIBIT E

0025

PROPOSED BUDGET FOR
THE OCEAN GALLERY VISTAS
(Completed - 130 Units)

<u>Operating Expenses</u>	<u>Annual Budget</u>	<u>Monthly Budget</u>
1) <u>Administration</u>		
Manager Salary	\$40,000.00	\$3,332.00
Office Supplies	2,400.00	200.00
Legal & Accounting	5,280.00	440.00
Payroll Taxes	8,400.00	700.00
Telephone	2,400.00	200.00
2) <u>Management Fees</u>	(NOT APPLICABLE)	
3) <u>Maintenance</u>		
Grounds	7,200.00	600.00
Pool	3,600.00	300.00
Sprinkler	1,200.00	100.00
Electrical	1,600.00	133.32
Salaries	32,000.00	2,666.64
4) <u>Rent for Recreational and other commonly used facilities</u>	(NOT APPLICABLE)	
5) <u>Taxes upon association property including leased areas</u>	(NOT APPLICABLE)	
6) <u>Insurance</u>		
Blanket Policy	20,000.00	1,666.68
Workman's Compensation	2,400.00	200.00
7) <u>Exterminating</u>	(NOT APPLICABLE)	
8) <u>Security Provisions</u>		
Guard Salary	(NOT APPLICABLE)	

EXHIBIT F

0030

CG4-f

10

PROPOSED BUDGET FOR
THE OCEAN GALLERY VISTAS
(Completed - 180 Units)

(Continued)

<u>Operating Expenses</u>	<u>Annual Budget</u>	<u>Monthly Budget</u>
9) <u>Other Expenses</u>		
Water & Sewer	24,000.00	2,000.00
Electricity	12,000.00	1,000.00
Lift Station Maintenance	2,400.00	200.00
Garbage	11,880.00	990.00
10) <u>Miscellaneous Expenses</u>		
Cable TV	11,880.00	990.00
11) <u>Operating Capital</u>	(NOT APPLICABLE)	
12) <u>Fee to Division</u>		
(90 units at .50)	90.00	7.50
	<hr/>	<hr/>
SUBTOTAL	\$188,730.00	\$15,726.14
13) <u>Reserves*</u>		
Roof Replacement	6,000.00	500.00
Building Painting	6,000.00	500.00
Pavement Resurfacing	4,753.00	396.52
	<hr/>	<hr/>
TOTAL	\$205,488.00	\$17,124.00

0031

OC4-f

11

REQUIRED ASSESSMENT PER UNITPREMIER

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

CARIBE

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

AGEAN

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

0032

OG4-f

12

REQUIRED ASSESSMENT PER UNIT

(Continued)

PACIFICA

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

Reserve Calculation

	<u>Replacement Cost</u>	<u>Useful Life</u>	<u>Per Year Required</u>
Roofing	\$120,000.00	20	\$6,000.00
Painting	30,000.00	5	6,000.00
Contingency:*			
Pavement	20,000.00	10	2,000.00
Boardwalk	3,790.00	5	758.00
Future Amen- ities (Tennis Court)	10,000.00	5	2,000.00

* Contingency covers anticipated assessments required by Ocean Gallery Property Owner's Association.

0033

PROPOSED BUDGET FOR
THE OCEAN GALLERY VISTAS
(Premier and Caribe Phases - '90 Units)

<u>Operating Expenses</u>	<u>Annual Budget</u>	<u>Monthly Budget</u>
1) <u>Administration</u>		
Manager Salary	\$20,000.00	\$1,666.00
Office Supplies	1,200.00	100.00
Legal & Accounting	2,640.00	220.00
Payroll Taxes	4,200.00	350.00
Telephone	1,200.00	100.00
2) <u>Management Fees</u>	(NOT APPLICABLE)	
3) <u>Maintenance</u>		
Grounds	3,600.00	300.00
Pool	1,800.00	150.00
Sprinkler	600.00	50.00
Electrical	800.00	66.66
Salaries	16,000.00	1,333.32
4) <u>Rent for Recreational and other commonly used facilities</u>	(NOT APPLICABLE)	
5) <u>Taxes upon association property including leased areas</u>	(NOT APPLICABLE)	
6) <u>Insurance</u>		
Blanket Policy	10,000.00	833.34
Workman's Compensation	1,200.00	100.00
7) <u>Exterminating</u>	(NOT APPLICABLE)	
8) <u>Security Provisions</u>		
Guard Salary	(NOT APPLICABLE)	

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PROPOSED BUDGET FOR
THE OCEAN GALLERY VISTAS
(Premier and Caribe Phases - 90 Units)

(Continued)

<u>Operating Expenses</u>	<u>Annual Budget</u>	<u>Monthly Budget</u>
9) <u>Other Expenses</u>		
Water & Sewer	12,000.00	1,000.00
Electricity	6,000.00	500.00
Lift Station Maintenance	1,200.00	100.00
Garbage	5,940.00	495.00
10) <u>Miscellaneous Expenses</u>		
Cable TV	5,940.00	495.00
11) <u>Operating Capital</u>	(NOT APPLICABLE)	
12) <u>Fee to Division</u>		
(90 units at .50)	45.00	3.75
	<hr/>	<hr/>
SUBTOTAL	\$94,365.00	\$7,863.07
13) <u>Reserves*</u>		
Roof Replacement	3,000.00	250.00
Building Painting	3,000.00	250.00
Pavement Resurfacing	2,379.00	198.25
	<hr/>	<hr/>
TOTAL	\$102,744.00	\$8,562.00

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REQUIRED ASSESSMENT PER UNIT

PREMIER

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

CARIBE

101, 201, 301, 115, 215, 315 (\$85/month)	\$ 6,105.00	\$ 509.00
102, 202, 302, 103, 203, 303, 104, 204, 304, 105, 205, 305, 111, 211, 311, 112, 212, 312, 113, 213, 313, 114, 214, 314, (\$92.50/month)	26,645.00	2,220.00
107, 207, 307, 108, 208, 308, 109, 209, 309 (\$92.50/month)	9,990.00	833.00
106, 206, 306, 110, 210, 310 (\$120/month)	8,632.00	719.00

Reserve Calculation

	<u>Replacement Cost</u>	<u>Useful Life</u>	<u>Per Year Required</u>
Roofing	\$60,000.00	20	\$3,000.00
Painting	15,000.00	5	3,000.00
Contingency:*			
Pavement	10,000.00	10	1,000.00
Boardwalk	1,395.00	5	379.00
Future Amen- ities (Tennis Court)	5,000.00	5	1,000.00

* Contingency covers anticipated assessments required by Ocean Gallery Property Owner's Association.

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CONTRACT FOR SALE

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY THE DEVELOPER TO A BUYER OR LESSEE.

This contract made this ____ day of _____, 19__, by and between SUN MARK II ASSOCIATES, hereinafter referred to as "Seller," whose post office address is 5911-K Breckenridge Park, Tampa, Florida 33610, telephone number/area code (813) 623-3966, and _____, whose post office address is _____, telephone number _____, hereinafter referred to as "Buyer".

In consideration of the terms hereinafter set forth, Seller agrees to sell and Buyer agrees to purchase the following described property located in St. Johns County, Florida:

UNIT ____ in the Caribe Phase of THE OCEAN GALLERY VISTAS , a phase condominium, which is described in detail in the Declaration establishing the condominium. A copy of the Declaration is included in the Prospectus and attached Exhibits which have been delivered to Buyer.

The total purchase price for the Unit is \$_____.

1. The purchase price shall be payable as follows:

- (a) Earnest money deposit this date, subject to collection \$_____.
- (b) Balance of 10% purchase price upon approval of loan or by _____, 19__ \$_____.

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CALOCGR1

- (c) Amount of mortgage loan to be obtained
by Buyer \$ _____.
- (d) Balance of purchase price to be paid at
closing \$ _____.

Deposit amounts up to ten percent (10%) will be held in escrow by LAWSON, McWHIRTER & GRANDOFF, a law firm, located at the Plaza Building, Suite 821, Post Office Box 3350, Tampa, Florida 33601, in accordance with the escrow agreement included with the Prospectus as an exhibit. Buyer may obtain a receipt for the escrow deposit on request to Lawson, McWhirter & Grandoff at the above address.

2. If part of the purchase price is being financed by a mortgage loan, Buyer agrees to apply for such loan from a lending agency acceptable to Seller within 15 days from the date hereof, to provide all financial and other information that may be required to process the application, and to use reasonable diligence to obtain the loan. In the event Buyer does not apply for the loan within the time required, the Seller may call for a forfeiture of Buyer's deposit unless otherwise stipulated in this Contract. The loan shall be for the maximum available term and bear interest at the prevailing rate charged for such loans by the lending institution.

3. If Buyer does not desire mortgage financing, the balance of 10% of the purchase price shall be paid upon commencement of construction. If the unit is presently under construction, then the balance of 10% of the purchase price shall be paid within 15 days of the date of this agreement or as otherwise stipulated in Paragraph 1(b).

4. This sale shall close within 10 days after the date (a) the improvements have been completed in accordance with the terms of this Contract, or (b) the lending agency gives notice that it is ready to close, whichever date shall be the later date.

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5. Seller will convey title to the property by warranty deed subject to taxes and assessments for the current year, easements and restrictions of record as set forth in the condominium documents; and, zoning and other requirements of governmental authority.

6. Seller shall provide Buyer a fee title insurance policy (unqualified, except as provided in Paragraph 5 above) on said property, in the full amount of the purchase price. A written binder for said insurance shall be delivered to Buyer at or before closing.

7. Seller shall pay for the title insurance policy, the documentary stamps due on the warranty deed and the cost of recording the mortgage. Buyer to pay all prepaid items, credit report charges, mortgage origination cost and private mortgage insurance premiums if applicable.

8. Taxes and assessments shall be prorated when tax bills are received. Seller assumes the risk of loss to the unit by fire or otherwise prior to closing.

9. If Buyer shall fail to perform as required by this Contract all amounts paid under this contract, including charges for extras and change orders, shall be retained by Seller as reasonable and agreed damages and all parties shall be released from all obligations hereunder. The parties agree that Seller will sustain substantial damages if Buyer defaults (including interest charges, resale costs, administrative expenses and loss of opportunity to sell to other interested parties), that it would be extremely difficult to determine the precise amount of such actual damages and that the liquidated damages provided for represent a reasonable estimate of Seller's actual damages. If Seller shall default under this contract, Buyer shall have the exclusive remedy of cancelling this contract and receiving a return of all amounts paid, with interest earned, if any.

10. Buyer represents and warrants that Buyer has not dealt with a third party or incurred any liability for brokerage fees or

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commissions in connection with this closing or the transaction contemplated hereby, and Buyer agrees to indemnify and hold Seller harmless with respect to any such obligation, liability, or claim.

11. The sale of this condominium unit is subject to the full force and effect of the warranty provisions of the Florida Condominium Act (718.203, F.S.). All other warranties express or implied are specifically disclaimed.

12. This contract may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument. Buyer shall not assign this Contract or any interest herein or delegate any of his duties hereunder without the prior written consent of the Seller.

13. Time is of the essence in this contract.

14. This Contract contains the entire agreement between the parties respecting the matters set forth herein and incorporates the explanations and disclaimers set forth in the Condominium Documents. Buyer expressly acknowledges that in agreeing to purchase the property, he has not relied on any representation or promise not contained in this Contract. Any amendment or supplement to this Contract must be in writing and executed by the parties hereto.

15. All notices to the parties shall be given at the addresses shown herein.

16. Buyer agrees that the various steps of construction shall be deemed to have been satisfactorily and fully performed when approved by the appropriate governmental authority or agency exercising jurisdiction in the matter, and shall be deemed to be completed and as fully complying with the terms of this Contract when a Notice of Completion has been filed, and when the appropriate governmental authority or agency has issued its certificate (or other like document) permitting occupancy of the property. It is understood

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and agreed that Seller is not building said improvements to the precise specifications or designs of any model, nor to the specifications of any buyer. Any model is displayed for illustrative purposes only and such display shall not constitute an agreement or commitment on the part of the Seller to deliver the property in exact accordance with any such model. Consultation with Buyer with respect to the specifications of the improvements to be built shall not, in any case, be deemed a waiver of Seller's rights to make any such changes as are herein provided. The Seller reserves the right to make any changes or substitutions as Seller deems necessary or desirable in the plans and specifications, construction, materials, and fixtures which are of substantially equal utility and quality and which meet with the approval of the appropriate governmental authorities having jurisdiction. None of the furnishings or decorator items shown in any model site are included in this Contract unless Seller herein or hereafter specifically agrees in writing to deliver the same as part of the purchase price.

17. Buyer acknowledges that the estimated operating budget contained in the Condominium Documents is only an estimate of expected costs. Changes may be made to cover increases or decreases in actual expenses and such changes may be reflected by increased or decreased assessments against each unit.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

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IN WITNESS WHEREOF, the parties hereto have executed this
Contract as of the day and year first written above.

Witnesses:

SUN MARK II ASSOCIATES

BY _____

As to Seller

As to Buyer

"Buyer"

FILED AND CLERKED IN
PUBLIC OFFICE

1983 JUN 14 AM 11:39

Paul "Bud" Markel
CLERK OF CIRCUIT COURT

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SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR THE OCEAN GALLERY VISTAS,
A PHASE CONDOMINIUM
DEDICATING THE AEGEAN PHASE

1. BACKGROUND.

- 1.1 Sun-Mark II Associates, a joint venture, hereinafter referred to as "Owner," has previously caused to be recorded in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, the initial Declaration of a phase condominium dedicating the Ocean Gallery Vistas, Premiere Phase, hereinafter referred to as the "Original Declaration." The Original Declaration was recorded at O.R. Book 522, Page 16. Subsequently, the Owner caused to be recorded the First Amendment to the Declaration of Condominium for the Ocean Gallery Vistas Dedicating the Caribe Phase. The First Amendment was recorded in the Public Records of St. Johns County, Florida in O. R. Book 588, Page 781.

The Owner is the owner of the real property lying in St. Johns County, Florida, legally described in Exhibit 8, attached hereto and made a part hereof, which property is a portion of that certain real property described in Exhibit 4, attached hereto and made a part hereof.

The Owner intends to develop the third phase of the Ocean Gallery Vistas ("Aegean") on the property described in Exhibit 8 comprised of forty-five condominium dwelling units, with their appurtenant improvements as one phase of a phase condominium project which may encompass the whole of the land set forth in Exhibit 4, attached hereto and made a part hereof.

This condominium form of ownership will allot to each owner the individual ownership of a certain designated condominium parcel which includes, but is in no way limited to, the exclusive ownership of a designated unit, together with an undivided interest in and to all of the common elements contained in the Ocean Gallery Vistas which are specifically described in and are subject to this Declaration.

It is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through.

Exhibit references herein are a continuation of and consistent with the exhibit references in the Prospectus for this condominium. Therefore, the references in the text may appear out of numerical order and several may be omitted since some documents appear in the Prospectus and not in the Declaration.

- 1.2 Due to a scrivener's error, the third phase was designated "Aegean" in both the Original Declaration and the First Amendment to the Declaration.

The Original Declaration and the First Amendment to the Declaration are amended to designate the third phase as "Aegean."

2. DECLARATION.

The Owner, on behalf of itself and its successors, grantees, and assigns, does hereby declare that the lands described in Exhibit 8, attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida, pursuant to the provision of Chapter 718, Florida Statutes (1981), in accordance with the terms set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the laws of the State of Florida or this Declaration.

The inclusion of the land described in any Exhibit attached to this Declaration (exclusive of the lands described in Exhibit 8, attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and inclusion by the Owner in the development plan of said lands described in any Exhibits attached to this Declaration (exclusive of the lands described in Exhibits 6 and 7, attached hereto) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

3. NAME AND DEFINITIONS.

The name of this phase condominium is the Ocean Gallery Vistas. The third phase shall be identified as the Aegean. The address is Route 5, Post Office Box 17K, St. Augustine, Florida 32084.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 718, Florida Statutes, 1981) as it exists on the date hereof and as follows unless the context otherwise requires:

- 3.1 Unit: A part of the condominium property which is subject to exclusive ownership and shall consist of a part of a building which according to the plot plan contained herein as Exhibit 10 is identified and designated by number.
- 3.2 Unit Owner: Any person, persons, trusts, or other entity which at any given point in time holds fee simple title in and to any particular condominium parcel.
- 3.3 Condominium Parcel: A unit and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.
- 3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.
- 3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units and shall include the following:

- 3.5.1 The Balcony/Path.
- 3.5.2 The enclosure for the air conditioning equipment (if applicable).
- 3.5.3 The mail box.

- 3.6 **Complex:** The complex shall mean this condominium and all other condominiums which may be constructed by Owner upon the property set forth in Exhibit 5 hereto.
- 3.7 **Assessments:** There shall be two assessments associated with this condominium. One assessment for the Ocean Gallery Vistas Condominium Association, Inc. and one assessment for the Ocean Gallery Property Owner's Association, Inc.
- 3.7.1 **Condominium Association Assessment** shall mean the unit owner's share of the funds required for the cost of maintaining, repairing, and managing the property and common elements of the condominium which are, from time to time, assessed against the unit owners.
- 3.7.2 **Property Owner's Association Assessment** shall mean the unit owner's share of the funds required for the cost of maintaining, repairing, and managing property which may be owned by the Property Owner's Association, including the driving surfaces, parking areas, boardwalks, ocean front beach area, and certain recreational facilities which are, from time to time, assessed against the unit owners.
- 3.8 **Association:** The Association means the Ocean Gallery Vistas Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, responsible for the operation of the condominium and its successors.
- 3.9 **Common Expenses:** All expenses and assessments properly incurred by the Association for the condominium, including, but not limited to:
- 3.9.1 Expenses of administration, expenses of maintenance, operation, repair, or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association.
- 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
- 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 **Common Surplus:** Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.
- 3.11 **Person:** Any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
- 3.12 **Owner:** Owner means Sun-Mark II Associates, a joint venture comprised of Calmark Communities, Inc., a California corporation licensed to do business in Florida, and Sunshine State Mortgage Company, a Florida corporation, its successors and assigns.
- 3.13 **Share:** A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 **Condominium Property:** Condominium property means and includes the land in the condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the Condominium.

- 3.15 Condominium Documents: Condominium Documents include the Original Declaration, together with all Exhibits attached thereto; all Amendments to the Original Declaration, together with all Exhibits attached thereto; Articles of Incorporation of the Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida corporation; the By-Laws of the Association; the Rules and Regulations of the Association; Contract for Sale; the Articles of Incorporation of the Ocean Gallery Property Owner's Association; and, all other documents required pursuant to the Condominium Act (Chapter 718, F.S., 1981).
- 3.16 Majority: The word "majority" shall mean the number of unit owners required to make up 51 percent or more of the votes assigned in the Condominium Documents to the unit owners for voting purposes.
- 3.17 Project: One or more phases of the phase condominium proposed to be constructed by Owner upon the land described in Exhibit 4 hereto.
- 3.18 Property Owner's Association: The Property Owner's Association means the Ocean Gallery Property Owner's Association, Inc., a non-profit corporation under the laws of the State of Florida, responsible for the operation, management, maintenance, and repair of those properties which may be conveyed to it by the Owner for the benefit, use, and enjoyment of all unit owners within the complex.

4. PLAN OF DEVELOPMENT.

4.1 Description of Improvements.

A graphic description of the improvements constituting the Ocean Gallery Vistas, Aegean Phase, and identifying the units and common elements, as said terms are herein defined, and their respective locations and approximate dimensions, is attached hereto and made a part hereof as Exhibits 9 and 10. Each unit shall have a separate number as indicated and the limited common elements pertaining to that unit are those appurtenant thereto.

4.2 Common Plan.

The Owner proposes to develop the Ocean Gallery Vistas as a phase Condominium in four distinct phases upon the parcel of property described in Exhibit 4 hereto. The first phase (Premiere) has been constructed upon the property of Exhibit 6. The second phase (Caribe) has been constructed upon the property of Exhibit 7. The third phase (Aegean) is proposed to be constructed on the property of Exhibit 8. In addition to developing the Ocean Gallery Vistas as a phase condominium, the Owner also proposes to develop one or more condominiums upon the property described in Exhibit 5 which is contiguous and adjacent to the properties described in Exhibits 4, 6, 7, and 8. The first phase of the Ocean Gallery Vistas, therefore, is the first phase of the proposed phase condominium which in turn is the first condominium in a proposed multi-condominium development. The Premiere and Caribe phases of the Ocean Gallery Vistas each consist of forty-five units. The Aegean phase will also consist of forty-five units. The property comprising the Premiere, Caribe, and Aegean phases, together with the improvements thereon which will be constructed by the Owner, is one of several parcels of land which Owner proposes to purchase and improve as a single condominium comprised of one or more buildings; said property being described in Exhibit 4 to this Declaration. A common plan of development of said property is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a phase of this condominium.

The phases constructed by Owner within the project shall be operated and governed by the Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida corporation. Each unit owner in the condominium shall be assessed a fee for maintenance and repairs of the Ocean Gallery Vistas' common elements and facilities.

4.3 Phase Descriptions.

The Ocean Gallery Vistas phase condominium proposed to be constructed by the Owner upon the lands described in Exhibit 4 hereto is planned for development in distinct phases. The first phase of the Ocean Gallery Vistas has been designated "Premiere" and consists of forty-five units constructed upon the property described in Exhibit 6 which is a portion of that property set forth in Exhibit 4.

Along with the forty-five units of the Premiere phase, a swimming pool suitable for diving has been constructed which is "Y" shaped and approximately fifty-three feet long at its longest point, with two legs measuring approximately twenty feet by twenty-five feet, and a third leg measuring approximately twenty feet by twenty-four feet or approximately 1,460 square feet, with a maximum depth of approximately seven feet. The pool is surrounded by a concrete deck with keystone finish, approximately twelve feet wide all around the perimeter. Capacity of the pool is approximately fifty persons at any one time. A bath house/changing facility has been provided along with a whirlpool/spa area. The whirlpool/spa contains hot jets and is approximately twelve feet in diameter. A masonry barbecue has been constructed west of the whirlpool/spa. The swimming pool, whirlpool, barbecue, and bathhouse are located to the north of the Premiere phase and will be available for the use of all unit owners of condominiums within the proposed 180-unit phase condominium development. A swimming pool, bathhouse/changing facility, barbecue, and whirlpool/spa area are also proposed to be provided with the construction of the Aegean phase of the Ocean Gallery Vistas.

The second phase of the Ocean Gallery Vistas, "Caribe," consists of forty-five units housed within a single three-story building and generally located as indicated on Exhibit 10.

The third phase of the Ocean Gallery Vistas, if developed, will be designated "Aegean" and will similarly consist of forty-five units housed in a single three-story building generally located as indicated on Exhibit 10. Of those forty-five units, there will be thirty-nine two bedroom, two bath units and six three bedroom, two bath units. Also, as previously indicated, Owner proposes to construct, along with the buildings of Aegean, a swimming pool, bathhouse/changing facility and whirlpool/spa facility.

The fourth phase, of the Ocean Gallery Vistas, if developed, will be designated "Pacifica" and will also consist of forty-five units contained in a single three-story building generally located as indicated on Exhibit 10. Thirty-nine of those units will be two bedroom, two bath, and six of those units will be three bedroom, two bath.

The Premiere and Caribe phases of the Ocean Gallery Vistas have been completed; the Aegean phase of the Ocean Gallery Vistas is scheduled for completion prior to July 1, 1985, and the Pacifica phase is scheduled for completion prior to July 1, 1986.

Each unit owner in the Ocean Gallery Vistas will share ownership in the common elements and bear association expenses on the basis of square footage living area (including patio area) of the particular unit. The factors for calculating

such ownership interest and or expense responsibility for each unit in the Aegean phase are set forth on Exhibit 11 hereto.

The factor is applied in calculating a multiplier to determine a unit's apportioned share. This multiplier is comprised of a numerator containing the product of the factor times the number of units in the phase of which the unit is a part and a denominator containing the total number of units then existing within the Ocean Gallery Vistas.

For example, if a unit's factor is .0280, the unit is located in the first phase, and two additional phases have been constructed for a total of 135 units, then the first unit's multiplier would be:

$$\frac{(\text{Factor}) \times (\text{Units In Phase})}{\text{Units In Condominium}}$$

or

$$\frac{(.0280) \times (45)}{135} = .00933$$

Each unit owner in this phase condominium will be entitled to one vote and one membership in the Ocean Gallery Vistas Condominium Association. The Owner does not contemplate the addition of any time share estates with respect to any units in any phase of this development.

4.4 Recreational Facilities.

There will be two types of recreational facilities associated with this development.

4.4.1 Common element facilities: This condominium will be provided with recreational facilities which are common elements of the condominium and as previously referred to will include a swimming pool, a bathhouse and a whirlpool/spa area. These common elements are for the exclusive use of unit owners within the phase condominium.

4.4.2 Shared facilities: The Ocean Gallery Property Owner's Association may or will hold title to various properties and recreational facilities located within the lands of Exhibit 5 hereto which will be for the use of all owners of units within the complex developed by the Owner upon the lands in Exhibit 5. These facilities would include the beach area, the boardwalks, the tennis court facilities, as well as the driving and parking areas. This property and facilities will not constitute a portion of the common elements of this or any other condominium to be constructed at the site but will be owned, operated, managed and maintained by the Property Owner's Association for the benefit of all unit owners within the complex. One parking place will be assigned to each unit of the condominium by the Property Owner's Association. The remaining parking spaces shall be commonly used and the Property Owner's Association may not assign remaining spaces to any particular unit or units.

5. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common elements shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All properties covered by Exhibits 6, 7, and 8 shall be subject to a perpetual easement for encroachments that now or hereafter exists caused by construction or settlement or movement of the buildings and such encroachments shall be permitted to remain undisturbed, space and the easement shall continue until the encroachments no longer exist. The common elements, including, but not limited to, drives, walkways, swimming pools, greenbelts, lands, and conservation areas, if any, are subject to a perpetual, non-exclusive easement, in favor of the adjoining lands described in Exhibit 4, for ingress and egress, by pedestrian and vehicular means, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article, the Ocean Gallery Vistas Condominium Association, Inc. shall have the right to establish the rules and regulations governing the use and enjoyment of all the common elements in this condominium and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

6. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

The Premiere and Caribe phases of the Ocean Gallery Vistas each consist of forty-five units. The Aegean Phase also consists of forty-five units. The distribution of common elements is based upon the square footage living area of each unit (including patio area) and results in the factors for each unit as enumerated in Exhibit E of the Original Declaration, Exhibit E2 to the First Amendment, and Exhibit 11 hereto.

6.1 The factors listed in Exhibit E of the Original Declaration, Exhibit E2 to the First Amendment, and Exhibit 11 hereto for each unit in the Premiere, Caribe, and Aegean Phases of the Ocean Gallery Vistas shall be used in all instances referred to in this Declaration where apportionment of expenses is required to be determined. These factors shall be used in determining the ownership of common elements, in determining the assessment for Part One and Part Two expenses as set forth in Paragraph 12 herein; and the apportionment of expenses and/or surpluses in the event of casualty or loss as set forth in section 15 hereto; and for disposition of the proceeds of sale of any of the common elements, limited common elements, or units of this condominium as set forth in paragraph 16 herein. Since this is a phase condominium and additional units to be added in the future will increase the number of units in existence in the condominium, the factors of Exhibit E of the Original Declaration, Exhibit E2 to the First Amendment, and Exhibit 11 hereto must be employed in a fraction, the numerator of which is the factor, multiplied times the number of units in the particular phase in which the unit is located and the denominator of which is the total number of units in existence in the phase condominium. This fraction can then be applied to determine the particular unit owner's share in expenses, surpluses, or whatever quantity is being calculated on an apportioned basis.

7. INCORPORATION BY REFERENCE.

7.1 The following Articles of the Original Declaration are herein incorporated by reference as amended by the First Amendment to the Original Declaration:

- 7.1.1 Easements.
- 7.1.2 Restraints on Subdividing and Partition.
- 7.1.3 Retained Rights of Owner.
- 7.1.4 Maintenance, Repairs and Alterations.
- 7.1.5 The Ocean Gallery Associations.
- 7.1.6 Ownership of Condominium Units.
- 7.1.7 Assessments.
- 7.1.8 Sale, Rental, Lease or Transfer.
- 7.1.9 Enforcement of Maintenance Requirements.
- 7.1.10 Insurance Provisions.
- 7.1.11 Termination.
- 7.1.12 Amendment.
- 7.1.13 Interpretation.
- 7.1.14 Remedies for Violations.
- 7.1.15 Special Assessment.

7.2 The following Exhibits to the Original Declaration, as amended by the First Amendment to the Original Declaration, are herein incorporated by reference:

- 7.2.1 Exhibit A, Legal Description, Premiere (Exhibit 6 herein).
- 7.2.2 Exhibit B, Legal Description, Project (Exhibit 4 herein).
- 7.2.3 Exhibit C, Graphics, Premiere.
- 7.2.4 Exhibit D, Legal Description, Complex (Exhibit 5 herein).
- 7.2.5 Exhibit E, Apportionment Factors, Premiere.
- 7.2.6 Exhibit F, Articles of Incorporation of the Ocean Gallery Virtas Condominium Association, Inc.
- 7.2.7 Exhibit G, Bylaws of the Ocean Gallery Vistas Condominium Association, Inc.
- 7.2.8 Exhibit H, Articles of Incorporation of the Ocean Gallery Property Owners Association, Inc.

7.3 The following Exhibits to the First Amendment to the Original Declaration are herein incorporated by reference:

- 7.3.1 Exhibit A2, Legal Description, Caribe (Exhibit 7 herein).
- 7.3.2 Exhibit E2, Apportionment Factors, Caribe.

This Declaration of Condominium was executed by the duly authorized officers of Sun-Mark II Associates Joint Venture partners, Calmark Communities, Inc., and Sunshine State Mortgage Company, on this 21 day of February, 1984.

Witness

SUN-MARK II ASSOCIATES, a Joint Venture

CALMARK COMMUNITIES, INC.

Witness

By: [Signature]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21
day of February, 1984 by J. ANDREW SEMERON, who is the
Vice President of Calmark Communities, Inc., on behalf of the
corporation.

Edwin L. Wright
Notary Public
My commission expires: 9-27-84

Annette Powell
Witness

Edwin L. Wright
Witness

SUNSHINE STATE MORTGAGE
COMPANY

By: William P. Hutzfeld



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21
day of February, 1984 by William P. Hutzfeld, who is the
Vice President of Sunshine State Mortgage Company, on behalf of the
corporation.

Edwin L. Wright
Notary Public
My commission expires:

This Instrument Was Prepared By:

Leslie L. Joughin, III, Esq.
LAWSON, McWHIRTER, GRANDOFF & REEVES
201 East Kennedy Boulevard, Suite 821
Post Office Box 3350
Tampa, Florida 33601

description

THE OCEAN GALLERY VISTAS

A parcel of land in Government Lots 1 and 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89°24'30" E., 870.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W., 1006.63 feet; thence N. 89°24'30" E., 323.34 feet to the coastal construction control line; thence along said line, S. 07°29'43" E., 969.67 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 9.492 acres more or less

EXHIBIT 4

OCEAN GALLERY VISTAS
- Exhibit 3

description:

THE OCEAN GALLERY

A parcel of land in Government Lots 1 and 4 in Section 15, Township 8 South, Range 26 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4, said point also lying on a curve concave Southwesterly and having a radius of 11,509.20 feet (a radial to said curve bears N. 75°41'50" E.); thence Northwesterly along said curve 133.36 feet through a central angle of 00°39'50"; thence tangent N. 14°58'00" W., 1136.64 feet; thence N. 89°24'30" E., 1595 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line, 1289 feet more or less to its intersection with a line which bears, N. 89°24'30" E. from the "TRUE POINT OF BEGINNING"; thence S. 89°24'30" W., 1403 feet more or less to the "TRUE POINT OF BEGINNING".

Containing 44.1 acres more or less

Together with any littoral rights thereunto appertaining.

EXHIBIT 5

THE OCEAN GALLERY VISTAS PREMIERE PHASE

A parcel of land in Government Lot 4 in Section 15,
Township 8 South, Range 30 East, St. Johns County, Florida,
being further described as follows:

Beginning at a point of intersection of the East right-of-way
line of State Road No. A-1-A, said right-of-way line being
50 feet East of the centerline of said road, with a line
300 feet North of and parallel with the South line of said
Government Lot 4; thence along said line, N. 89°24'30" E.,
870.10 feet for a "TRUE POINT OF BEGINNING"; thence
N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W.,
78.02 feet; thence S. 69°43'47" E., 123.09 feet; thence
N. 83°11'06" E., 51.00 feet; thence N. 06°48'54" W.,
20.00 feet; thence N. 64°15'23" E., 123.51 feet; thence
N. 83°11'06" E., 43.55 feet to the coastal construction
control line; thence along said line S. 07°29'43" E.,
80.14 feet; thence continue along said control line,
S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W.,
322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 2.601 acres more or less

LESS that property upon which the roadways, parking areas
and boardwalks serving this phase of The Ocean Gallery
Vistas and subsequent phases of this condominium, to the
extent those parking areas, roadways and boardwalks fall
within the above description. Lands upon which the parking
areas, roadways and boardwalks are constructed are not
included in the lands dedicated to condominium ownership
and all right, title and interest to this property will
remain vested in the Owner, Sun-Mark II Associates until
such time as they convey or transfer it to The Ocean Gallery
Property Owner's Association.

EXHIBIT 6

LEGAL DESCRIPTION OF CARIBE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300.00 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89° 24' 30" E., 870.10 feet to the Southwest corner of "The Ocean Gallery Vistas, Premiere Phase," a condominium, as recorded in Condominium Plat Book 522, Pages 16 through 75 of the Public Records of said county; thence along the West line of said plat the following: N. 06° 48' 54" W., 281.19 feet; thence N. 07° 29' 43" W., 78.02 feet to the Northwest corner of said "The Ocean Gallery Vistas, Premiere Phase" and the point of beginning, said point also lying on the Northerly line of a 60.00 foot ingress-egress and utility easement as recorded in O.R. Book 518, Pages 742 through 744 of the Public Records of said county; said point also lying on a non-tangent curve concave Southwesterly and having a radius of 130.00 feet; thence Northwesterly along said curve and easement line 36.05 feet through a central angle of 15° 53' 21" (chord N. 74° 48' 44" W., 35.94 feet) to a reverse curve concave Northeasterly and having a radius of 70.00 feet; thence Northwesterly along said curve, 56.51 feet through a central angle of 46° 15' 07" (chord N. 59° 37' 51" W., 54.99 feet) to a non-tangent curve concave Northwesterly and having a radius of 480.00 feet; thence Northeasterly along said curve 6.78 feet through a central angle of 00° 48' 32" (chord N. 48° 44' 18" E., 6.78 feet); thence non-tangent from said curve N. 41° 39' 58" E., 5.00 feet radial to a curve concave Westerly and having a radius of 168.22 feet; thence leaving said ingress-egress and utility easement, Northerly along said curve 163.92 feet through a central angle of 55° 49' 48" (chord N. 20° 25' 11" E., 157.51 feet); thence N. 07° 29' 43" W., 73.69 feet; thence N. 82° 30' 17" E., 321.00 feet to the coastal construction control line; thence along said line, S. 07° 29' 43" E., 258.17 feet to the Northeast corner of said "The Ocean Gallery Vistas, Premiere Phase;" thence along the Northerly line of said plat the following: S. 83° 11' 06" W., 43.55 feet; thence S. 64° 15' 23" W., 123.51 feet; thence S. 06° 48' 54" E., 20.00 feet; thence S. 83° 11' 06" W., 51.00 feet; thence N. 69° 43' 47" W., 123.09 feet to the point of beginning. Containing 2.302 acres more or less.

OGIVh1

EXHIBIT 7

THE OCEAN GALLERY VISTAS
AEGEAN PHASE
A CONDOMINIUM "PROPOSED"

a portion of section 15, township 8 south, range 30 east
St Johns county, Florida

[illegible][illegible]

Exhibit C

SHEET 1 OF 3 **2000794**

PREPARED BY
CLARKET & FAIR, INC.
2645 University Road
Crestview, Florida 32636

THE OCEAN GALLERY VISTAS

A PORTION OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 33 EAST, 1ST JUNE COUNTY, ILLINOIS

A PROPOSED
CONDOMINIUM

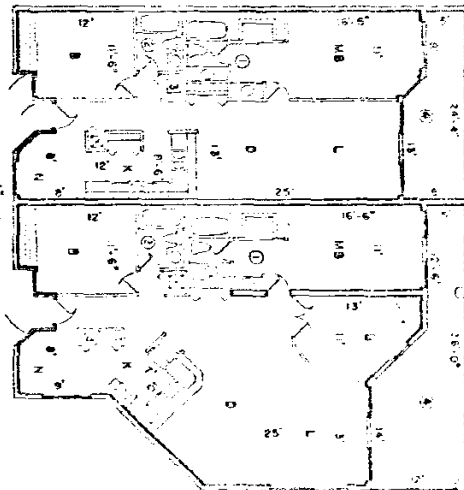
TYPICAL UNITS FLOOR PLAN

UNIT C

UNIT D

UNIT B

UNIT A



- LEGEND:**
- L LIVING ROOM
 - D DINING ROOM
 - K KITCHEN
 - N NOOK
 - MB MASTER BEDROOM
 - B BEDROOM
 - W WASHING MACHINE
 - C CLOSET
 - BALCONY

- NOTES:**
1. All bedroom walls are common elements and are 8" thick.
 2. The common walls and exterior walls are 10" thick.
 3. All exterior walls are 10" thick.
 4. All interior walls are 5" thick.
 5. All floors are 4" thick.
 6. All ceilings are 8" thick.
 7. All stairs are 10" thick.
 8. All balconies are 10" thick.
 9. All patios are 10" thick.
 10. All driveways are 10" thick.
 11. All parking areas are 10" thick.
 12. All utility areas are 10" thick.
 13. All storage areas are 10" thick.
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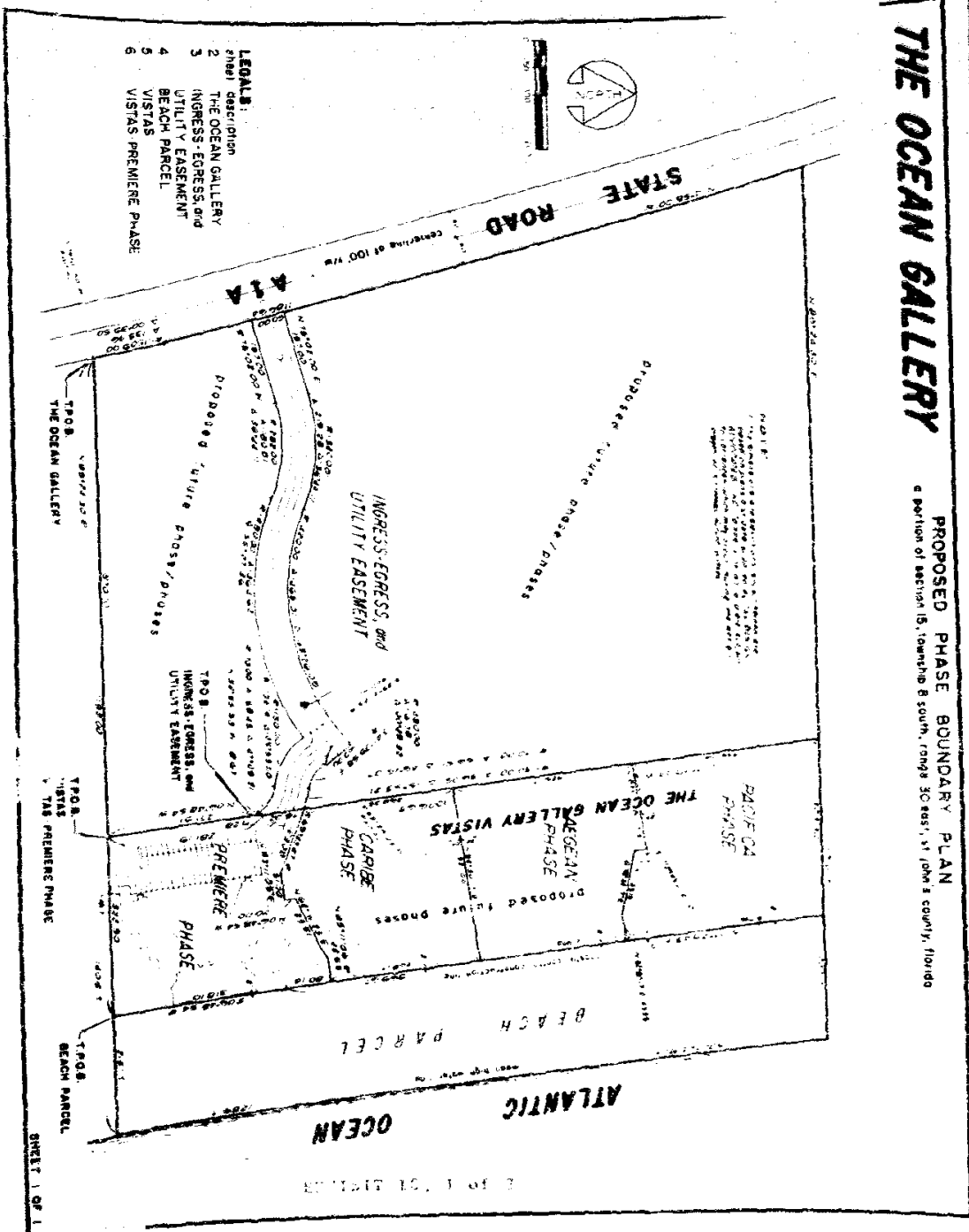


EXHIBIT 9

SHEET 3 OF 5

THE OCEAN GALLERY

PROPOSED PHASE BOUNDARY PLAN
a portion of Section 15, Township 8 South, Range 30 East, St. Johns County, Florida



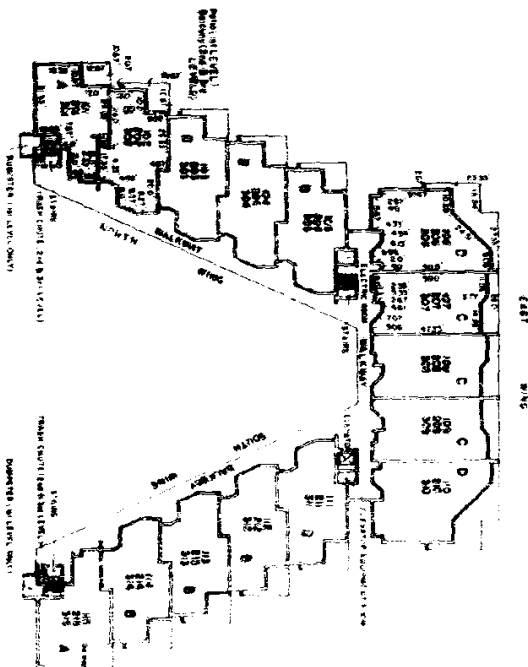
THE OCEAN GALLERY VISTAS

AEGEAN PHASE A CONDOMINIUM "PROPOSED"

OPTION 21 SECTION 15, TOWNSHIP 6 SOUTH, RANGE 30 WEST
ST. PETERS COUNTY, FLORIDA



0 10 20 30
Feet
SCALE 1" = 10'



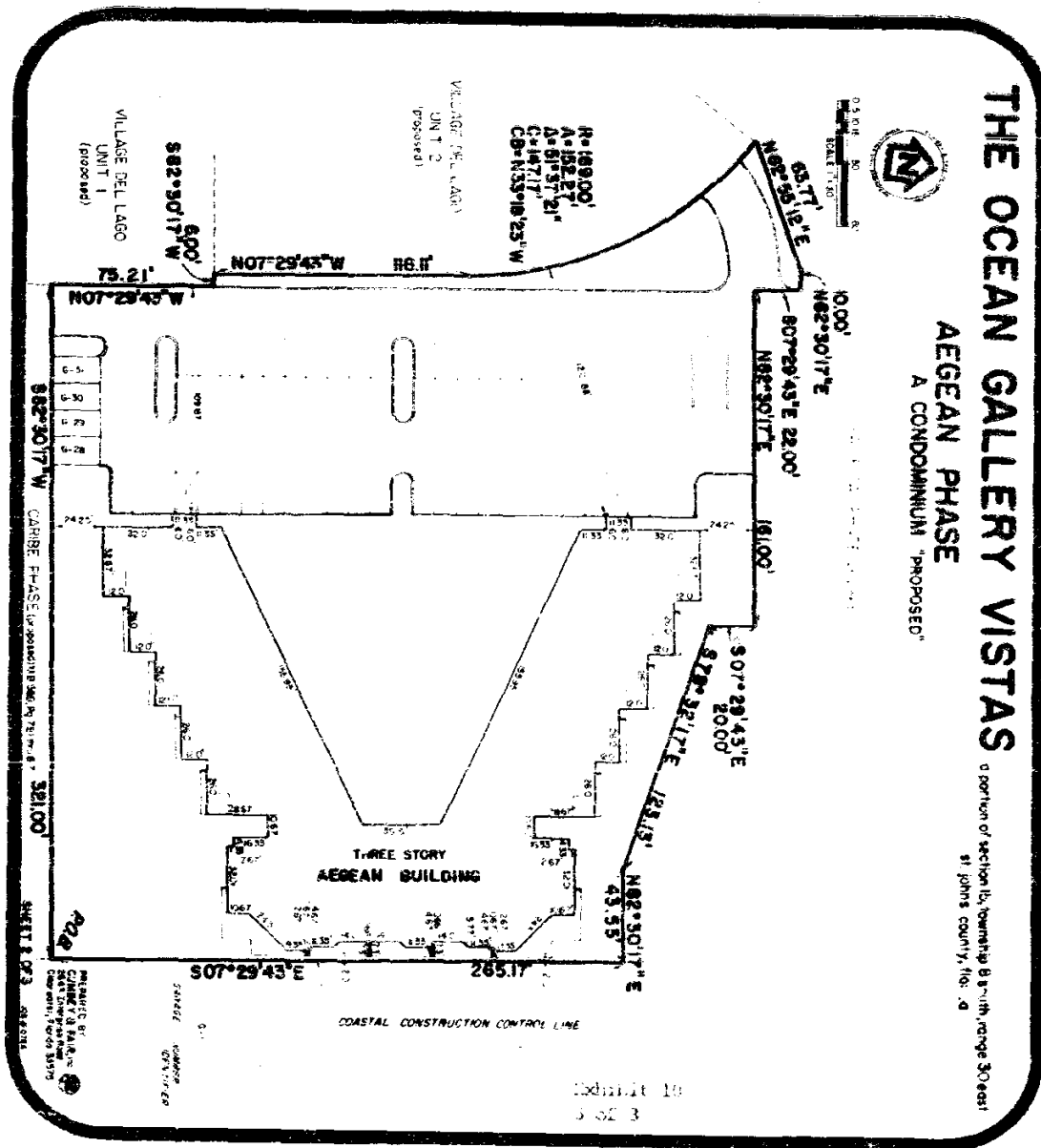
NOTES:
(1) ALL BOUNDARY LINES ARE COMMON ELEMENTS AND ARE SHOWN IN DASHED LINES.
(2) ALL BUILDING SURFACES, INCLUDING WALLS, FLOORS, CEILING, AND ROOF, ARE COMMON ELEMENTS.
(3) ALL ATTACHED DRIVEWAYS ARE TO BE THE PROPERTY OF THE HOA.
(4) THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS.
(5) THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS.
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(10) THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS.

UNITS 101-200
UNITS 201-300
UNITS 301-400
UNITS 401-500
UNITS 501-600
UNITS 601-700
UNITS 701-800
UNITS 801-900
UNITS 901-1000

NOTES:
(1) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.
(2) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.
(3) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.
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(8) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.
(9) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.
(10) ALL ELEVATIONS ARE TO THE FINISHED FLOOR.

Exhibit 10
2 of 3

REF 631 FILE 200



THE OCEAN GALLERY VISTAS, AEGEAN PHASEApportionment Factors

(For the use in calculating percentage ownership of common elements and percentage share of common expenses and surplus)

<u>UNIT NUMBER</u>	<u>FACTOR</u>
101	.0198
102	.0216
103	.0216
104	.0216
105	.0216
106	.0280
107	.0216
108	.0216
109	.0216
110	.0280
111	.0216
112	.0216
113	.0216
114	.0216
115	.0198
201	.0198
202	.0216
203	.0216
204	.0216
205	.0216
206	.0280
207	.0216
208	.0216
209	.0216
210	.0280
211	.0216
212	.0216
213	.0216
214	.0216
215	.0198
301	.0198
302	.0216
303	.0216
304	.0216
305	.0216
306	.0282
307	.0216
308	.0216
309	.0216
310	.0282
311	.0216
312	.0216
313	.0216
314	.0216
315	.0198

RECEIVED BY: [illegible]
DATE: [illegible]

OWNER: [illegible]

CG: [illegible]

LEJ6W2

EXHIBIT 11

Exhibit 11

85 20413

684 PAGE 1297

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
THE OCEAN GALLERY VISTAS, A PHASE CONDOMINIUM
(ADDING AS BUILT PLANS FOR AEGEAN PHASE)**

Pursuant to the provisions of Section 718.104(4)(e), Florida Statutes (1984), Sun-Mark II Associates, a joint venture partnership between Calmark Communities, Inc., a California corporation, and Sunshine State Mortgage Company, a Florida corporation, hereby amends the Declaration of Condominium of the Ocean Gallery Vistas, a phase condominium (the "Declaration"), to include the as built plans for the Aegean Phase. The as built plans for the Aegean Phase, including the surveyor's certificate, are attached hereto as Exhibit 1 and amend Exhibit 10 to the Declaration which was recorded in Official Records Book 631 at Page 183 and amend Exhibit 10 to the Amendment to the Declaration of Condominium of the Ocean Gallery Vistas, which was recorded in Official Records Book 650 at Page 414, all in the Public Records of St. Johns County, Florida.

Executed this _____ day of _____, 1965.

Witnesseth:

SUN-MARK II ASSOCIATES, a Joint
Venture

CALMARK COMMUNITIES, INC.

BY: _____
[Signature]

CALIX Corporate Seal Here

Witnesseth:

SUNSHINE STATE MORTGAGE
COMPANY

BY: _____
[Signature]

CALIX Corporate Seal Here

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, _____, on this _____ day of _____, 19____, by _____, who is the _____ of Calmark Communities, Inc., a California corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____

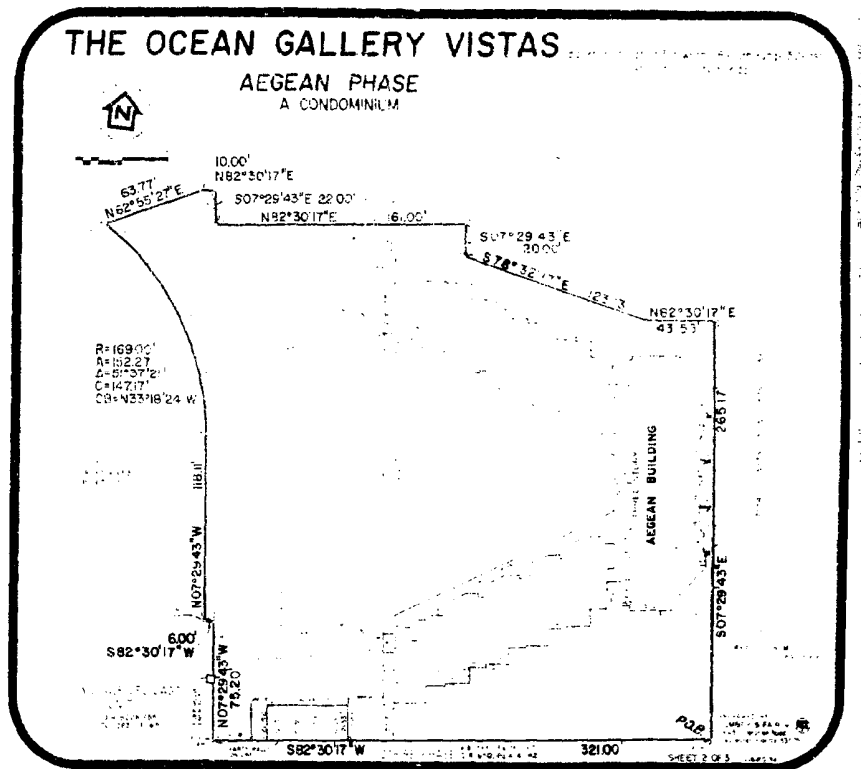
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, _____, on this _____ day of _____, 19____, by _____, who is the _____ of Sunshine State Mortgage Company, a Florida corporation, on behalf of the corporation.

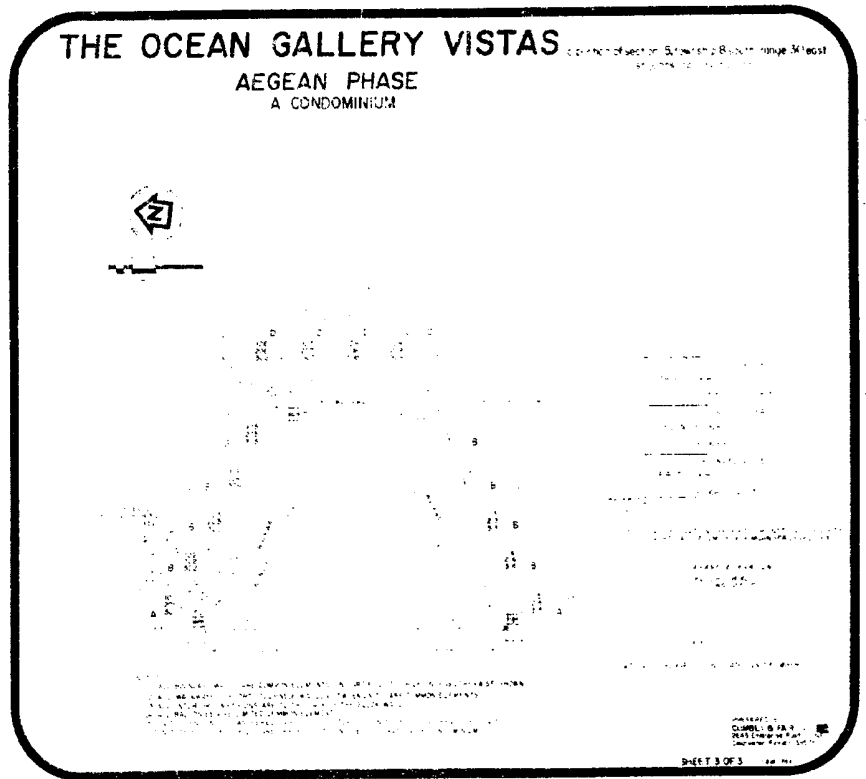
Notary Public
My Commission Expires: _____

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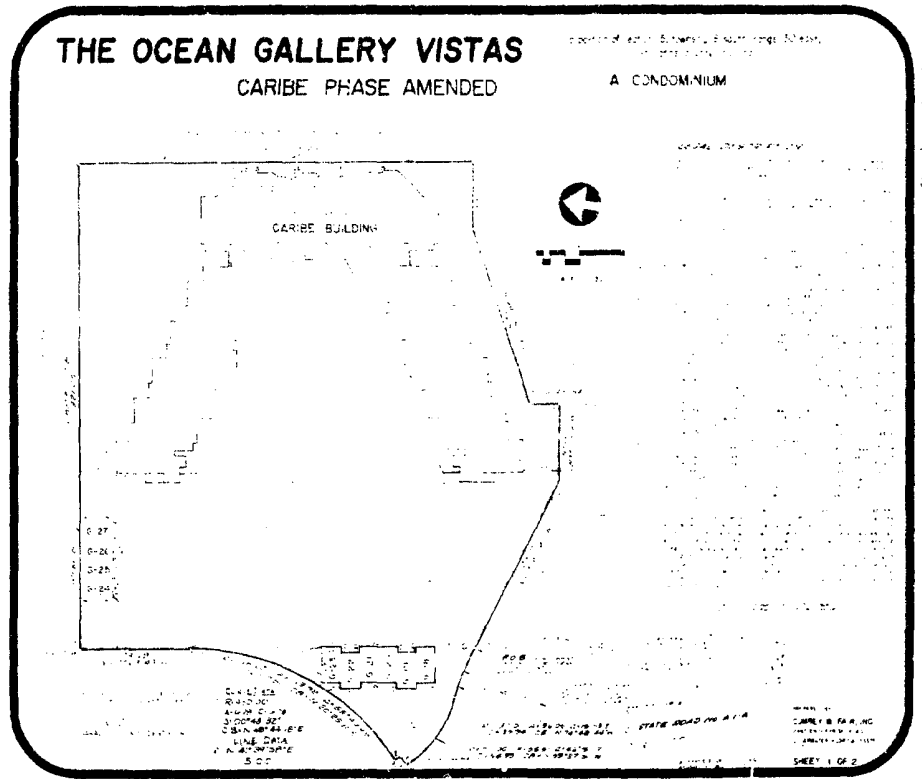
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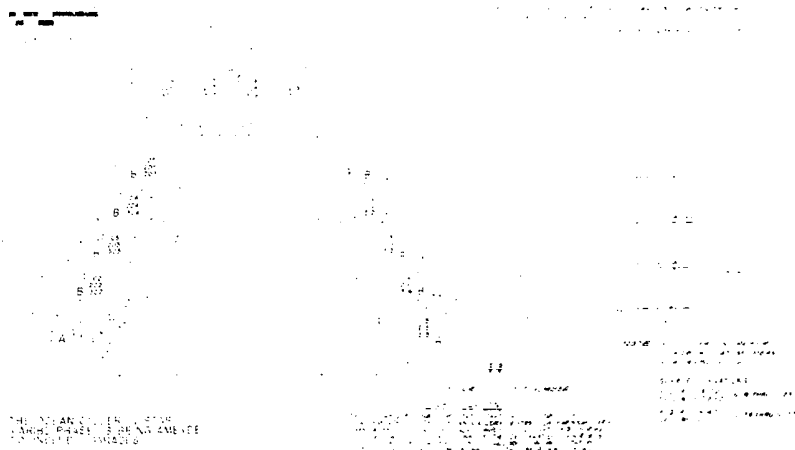



FL 684-1003

THE OCEAN GALLERY VISTAS

CARIBE PHASE AMENDED

CONDOMINIUM



DATE: 01/05

[Signature]

CONDOMINIUM

SHEET 2 OF 2

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
OF THE OCEAN GALLERY VISTAS**

1. BACKGROUND:

SUN-MARK II ASSOCIATES, a joint venture ("SUN-MARK"), has previously recorded the Declaration of Condominium of The Ocean Gallery Vistas ("VISTAS") in the Public Records of St. Johns County, Florida at Official Record Book 522, Page 16. SUN-MARK has also recorded an Amendment to the Declaration to dedicate the Caribe Phase (the "Caribe Declaration") at Official Record Book 588, Page 781, and an Amendment to the Declaration to dedicate the Aegean Phase (the "Aegean Declaration") at Official Record Book 631, Page 183. This Amendment corrects several technical errors or omissions contained in the Caribe and Aegean Declarations.

Section 4.3.2 of the Vistas and Caribe Declarations and Section 4.4.2 of the Aegean Declaration provides that

- a. the driving and parking areas are not common elements of this or any other condominium within the complex;
- b. the driving and parking areas shall be owned, operated, managed, and maintained by the Property Owner's Association; and
- c. one parking space either has been or will be dedicated for the exclusive use of each unit. The legal descriptions, attached as Exhibit A2 to the Caribe Declaration and Exhibit 8 to the Aegean Declaration, included the parking and driving areas and appear to conflict with the declaration text and should be clarified by conforming the exhibits to the textual narrative.

Exhibit C2 of the Caribe Declaration and Exhibit 10 of the Aegean Declaration showed the location of the proposed garages, G15 through G20, inclusive, and G28 through G31, inclusive, respectively. The Caribe Declaration incorrectly numbered the garage units and excluded four garage units and the dimensions of the garages. The Caribe and the Aegean Declaration should be amended to require garage owners to be responsible for the operation and maintenance of garages rather than the Condominium Association.

2. AMENDMENT:

Therefore, SUN-MARK hereby amends the Caribe and Aegean Declarations as follows:

2.1 Legal

- 2.1.1 The legal description attached to the Caribe Declaration as Exhibit A2 is amended as attached.
- 2.1.2 The legal description attached to the Aegean Declaration as Exhibit 8 is amended as attached.

2.2 Graphics

- 2.2.1 The plot plan attached to the Caribe Declaration as Exhibit C2 is amended to the form attached.
- 2.2.2 The plot plan attached to the Aegean Declaration as Exhibit 10 is amended to the form attached.

2.3 Text:

- 2.3.1 Definitions: Terms used herein shall have the meaning provided in the Caribe Declaration with the addition of the following:
 - 2.3.1.1 Garage Unit means parcels G-18 through G-27 of Exhibit C-2 as amended, attached hereto, and parcels G28 through G31 of Exhibit 10 as amended, attached hereto, upon which a vehicle

parking enclosure is constructed. The exterior of the garage units shall be maintained by The Ocean Gallery Property Owners Association at the exclusive cost of garage unit owners.

- 2.3.1.2 Garage Unit Owner means any person who, at any given point in time, holds fee simple title in and to any particular garage unit.
- 2.3.2 Garages:
- 2.3.2.1 SUN-MARK will construct and convey fee simple ownership of parcels G-18 through G-31, inclusive, to purchasers who are desirous of owning a garage unit.
- 2.3.2.2 Garage units shall be maintained by the Property Owners Association. The Property Owners Association shall assess each garage unit owner a special fee for maintenance and repair of the garage unit.
- 2.3.2.3 Garage unit owners shall be entitled to exclusive use and possession of their garage units.
- 2.2.2.4 The boundaries of garage units shall be as provided for units in § 11.3 of the original Declaration.

Witnesses:

SUN-MARK II ASSOCIATES, A Joint Venture

Eugene B. Wright
Eugene L. Miranda

By: J. L. Michael
Calmark Communities, Inc.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 1984, by J. L. Michael, President, of Calmark Communities, Inc., on behalf of the corporation.

Eugene L. Wright
Notary Public

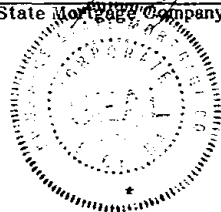
My Commission Expires:

Witnesses:

SUN-MARK II ASSOCIATES, A Joint Venture

Ruthanne Jenkins
[Signature]

By: [Signature]
Sunshine State Mortgage Company



REC 650 PAGE 416

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of July,
1984, by William P. Nutmeg, Executive Vice President of Sunshine State Mortgage
Company, on behalf of the corporation.

Edmund P. Wright
Notary Public

My Commission Expires:

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ORLANDO, now known
as THE FIRST, F.A.

THE 650/101 417

Witnesses:

Mary C. James
Shirley J. Clark

By James E. Laubscher
Senior Vice President



STATE OF FLORIDA

COUNTY OF ~~INDIAN RIVER~~ ORANGE

The foregoing instrument was acknowledged before me this 5th day of July,
1984, by Louis E. Laubscher, Senior Vice Pres., of First Federal Savings & Loan
Association of Orlando, now known as The First, F.A.

Shirley J. Clark
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES SEPT. 9, 1985
FOUNDED 1892, CHARTERED 1945, UNDERWRITERS

This instrument prepared by:
Leslie E. Joughin, III, Esquire
Lawson, McWhirter, Grandoff & Reeves
Post Office Box 3350
Tampa, Florida 33601
(813) 224-9866

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LEGAL DESCRIPTION OF CARIBE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300.00 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89° 24' 30" E., 870.10 feet to the Southwest corner of "The Ocean Gallery Vistas, Premiere Phase," a condominium, as recorded in Condominium Plat Book 522, Pages 16 through 75 of the Public Records of said county; thence along the West line of said plat the following: N. 06° 48' 54" W., 281.19 feet; thence N. 07° 29' 43" W., 78.02 feet to the Northwest corner of said "The Ocean Gallery Vistas, Premiere Phase" and the point of beginning; said point also lying on the Northerly line of a 60.00 foot ingress-egress and utility easement as recorded in O.R. Book 518, Pages 742 through 744 of the Public Records of said county; said point also lying on a non-tangent curve concave Southwesterly and having a radius of 130.00 feet; thence Northwesterly along said curve and easement line 36.05 feet through a central angle of 15° 53' 21" (chord N. 74° 48' 44" W., 35.94 feet) to a reverse curve concave Northeasterly and having a radius of 70.00 feet; thence Northwesterly along said curve, 56.51 feet through a central angle of 46° 15' 07" (chord N. 59° 37' 51" W., 54.99 feet) to a non-tangent curve concave Northwesterly and having a radius of 480.00 feet; thence Northeasterly along said curve 6.78 feet through a central angle of 60° 48' 32" (chord N. 48° 44' 18" E., 6.78 feet); thence non-tangent from said curve N. 41° 30' 58" E., 5.00 feet radial to a curve concave Westerly and having a radius of 168.22 feet; thence leaving said ingress-egress and utility easement, Northerly along said curve 163.92 feet through a central angle of 55° 49' 48" (chord N. 20° 25' 11" E., 157.51 feet); thence N. 07° 29' 43" W., 73.69 feet; thence N. 82° 30' 17" E., 321.00 feet to the coastal construction control line; thence along said line, S. 07° 29' 43" E., 268.17 feet to the Northeast corner of said "The Ocean Gallery Vistas, Premiere Phase;" thence along the Northerly line of said plat the following: S. 83° 11' 06" W., 43.55 feet; thence S. 64° 15' 23" W., 123.51 feet; thence S. 06° 48' 54" E., 20.00 feet; thence S. 83° 11' 06" W., 51.00 feet; thence N. 69° 43' 47" W., 123.00 feet to the point of beginning. Containing 2.302 acres more or less.

LESS that property upon which the roadways, parking areas, and boardwalks serving this phase of The Ocean Gallery Vistas and subsequent phases of this condominium, to the extent those parking areas, roadways, and boardwalks fall within the above description. Lands upon which the parking areas, roadways, and boardwalks are constructed are not included in the lands dedicated to condominium ownership and all right, title, and interest to this property will remain vested in the Owner, Sun-Mark II Associates, until such time as they convey or transfer it to The Ocean Gallery Property Owner's Association.

OGIVh1

A-2 as Amended

Exhibit 10 as amended

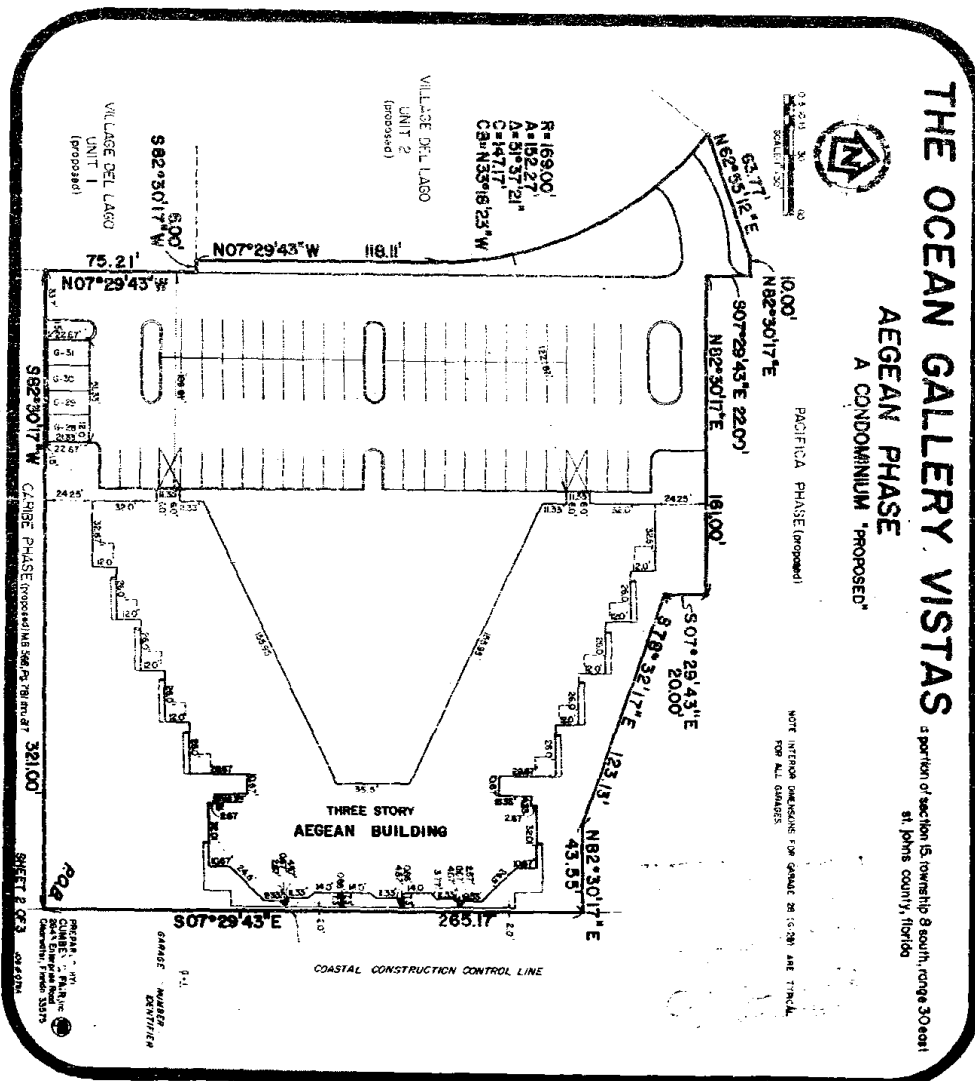


Exhibit 10 as amended

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

**AFFIDAVIT TO CLARIFY LEGAL DESCRIPTIONS FOR THE
OCEAN GALLERY VISTAS, PREMIERE PHASE**

BEFORE ME, the undersigned authority duly authorized to administer oaths in the State of Florida, personally appeared JOSEPH L. MICHAL, who of his own knowledge and belief deposes and says:

1. He is the President of Calmark Communities, Inc., a California corporation, a general partner in the joint venture Sun-Mark II Associates.

2. Sun-Mark II Associates is the Developer and Owner of The Ocean Gallery Vistas, a phase condominium, situate in St. John's County, Florida.

3. The Ocean Gallery Vistas is comprised of 4 phases; the Premiere, the Caribe, the Aegean, and the Pacifica.

4. The legal description of individual unit conveyances in the Premiere phase of the Ocean Gallery Vistas referenced merely a unit number in The Ocean Gallery Vistas and did not reference the Premiere phase. The legal description of each subsequent phase of this phase condominium refers to the unit number and additionally recites the phase in which the unit is located.

5. This affidavit is being placed of record for the benefit of future title examiners.

FURTHER AFFIANT SAYETH NOT.

Joseph L. Michal
Affiant

Sworn to and Subscribed before me

this _____ day of _____, 1985.

Notary Public

My Commission Expires:

Prepared By and Return To:

Aileen S. Davis, Esquire
Post Office Box 3350
Tampa, Florida 33601

PREMIERE VISTA
THE OCEAN GALLERY

W/665 PAGE 1678

- Unit 101 Remo Boffardi and Florence M Boffardi, his wife
deed dated 3-8-83
recorded 4-6-83 OR 578-847
- Unit 102 Thomas R. Prebianca and Aleta J. Prebianca, his wife
deed dated 4-15-83
recorded 4-25-83 OR 581-432
- Unit 103 N. Patrick Hale and Sue S. Hale, his wife
deed dated 1-31-83
recorded 3-24-83 OR 577-182
- Unit 104 Fernand I. Telmosse and Paulette Telmosse, his wife
deed dated 5-19-83
recorded 6-9-83 OR 588-5
- Unit 105 Taylor Concrete and Supply, Inc.
deed dated 2-25-83
recorded 4-6-83 OR 578-955
- Unit 106 Rufus Rayburn, a married man, Nathan B. Stevens, Ronald Douglas Daniel, a married man, and Bryan M. Smith, Jr., a married man
deed dated 2-22-83
recorded 4-21-83 OR 581-148
- Unit 107 Barney B. Lee and Eve Lee, his wife
deed dated 1-31-83
recorded 2-25-83 OR 573-208
- Unit 108 J. Craig Kelly and Maria Kelly, his wife
deed dated 2-22-83
recorded 3-21-83 OR 576-376
- Unit 109 Allen Johnson Yahn, a married man
deed dated 1-31-83
recorded 2-22-83 OR 572-835
- Unit 110 Gerald A. Lockhart and Miranda F. Lockhart, his wife
deed dated 1-31-83
recorded 3-8-83 OR 574-722
- Unit 111 Rufus Rayburn and Mollie Rayburn, his wife, Trustees of Rufus O. Rayburn Revocable Trust dated 10-15-74
deed dated 5-9-83
recorded 6-9-83 OR 588-1
- Unit 112 Armand A. Cammarota and Gloria S. Cammarota, his wife
deed dated 5-16-83
recorded 6-10-83 OR 588-209
- Unit 113 Michael W. Bryant and William H. Swindell, a single man
deed dated 5-16-83
recorded 5-31-83 OR 586-407
- Unit 114 Robert W. Shields, James D. McDaniel and Gloria D. McDaniel, his wife

Unit 114 continued
deed dated 4-26-83
recorded 5-13-83 OR 584-289

Unit 115 James L. McCumber
deed dated 4-22-83
recorded 5-9-83 OR 583-409

Unit 201 James A. Wilder and Janice R. Wilder, his wife, and Howard M. Gunter, Jr. and Peggy L. Gunter, his wife, and John E. Pearson and M. Ann Pearson, his wife, Tenants in Common
deed dated 3-8-83
recorded 4-6-83 OR 578-929

Unit 202 James W. Martin and Regina Martin, his wife
deed dated 3-15-83
recorded 3-24-83 OR 577-218

Unit 203 Darrell C. Tarrant and Patricia Tarrant, his wife
deed dated 1-31-83
recorded 2-21-83 OR 572-641

Unit 204 Vincent Fusateri, a married man and Vincen Fusateri and Josephine F. Fusateri, his wife
deed dated 1-31-83
recorded 2-25-83 OR 573-214

Unit 205 John B. Crosby and Carol L. Crosby, his wife
deed dated 5/19/83
recorded 6/9/83 O.R. Book 587, Page 912

Unit 206 Joseph A. Virzi, Jr. and Mauro Trivelli, both married men
deed dated 2-18-83
recorded 3-2-83 OR 574-80

Unit 207 John H. Selby, Jr. and Sandra K. Selby, his wife
deed dated 1-31-83
recorded 2-22-83 OR 572-816

Unit 208 Harry Gruen and Donna Gruen, his wife
deed dated 1-31-83
recorded 2-11-83 OR 571-620

Unit 209 H.E. Roberts, Jr., a married man
deed dated 2-21-83
recorded 3-8-83 OR 574-710

Unit 210 William H. Dukelew and Carolyn Dukelew, his wife
deed dated 1-31-83
recorded 3-10-83 OR 574-196

Unit 211 Morris Notelovitz and Beryl A. Notelovitz, his wife
deed dated 1-31-83
recorded 2-21-83

Unit 212 Nicholas S. Bodor and Sheryl Bodor, his wife
deed dated 3-22-83
recorded 4-21-83 OR 581-130

Unit 213 Thomas W. Farley and Delores E. Farley, his wife
deed dated 5-17-83
recorded 5-23-83 OR 585-369

Unit 214 Kinco, Inc. c/o Arthur L. Lenahan, Jacksonville, Fl.
deed dated 1-31-83
recorded 2-25-83 OR 573-196

Unit 215 James M. Condon and Lynda G. Condon, his wife
deed dated 1-31-83
recorded 2-22-83 OR 572-804

Unit 301 Diane W. Iserhardt
deed dated 1-31-83
recorded 2-11-83 OR 571-619

Unit 302 William R. Kitchin, a single man
deed dated 3-8-83
recorded 4-8-83 OR 579-245

Unit 303 Jeffrey M. Davidson and Leah A. Davidson, his wife, Larry Elowitz and Sharon A. Elowitz, his wife, John E. Moody and Boris C. Moody, his wife, and Charles B. Gusky and Bonnie Gusky, his wife
deed dated 2-21-83
recorded 4-6-83 OR 578-916

Unit 304 James C. Harper and Karen O. Harper, his wife
deed dated 3-8-83
recorded 3-24-83 OR 577-206

Unit 305 Richard A. Caputo and Gail O. Caputo, his wife
deed dated 1-31-83
recorded 2-11-83 OR 571-639

Unit 306 James J. Allegro, Jr., a single man
deed dated 1-31-83
recorded 2-22-83 OR 572-829

Unit 307 H. Clark Alger, a married man and William L. Rice, Jr. a married man
deed dated 1-31-83
recorded 3-8-83 OR 574-698

Unit 308 Elden G. Karla and Delorah S. Karla, his wife
deed dated 2-22-83
recorded 3-21-83 OR 576-400

Unit 309 John W. McWhirter, Jr. a married man
deed dated 2-21-83
recorded 4-11-83 OR 575-485

Unit 310 RESALE originally to Gerald Curtis, a married man, Richard Barnes, a married man, Ernest L. Smith, a married man, and Leslie B. Meares, a married man
deed dated 2-25-83
recorded 4-6-83 OR 578-943
Sold to Medinger

Unit 311 Robert V. Little, a single man
deed dated 1-31-83
recorded 2-28-83 OR 573-577

Unit 312 Walter Bugeski and Adele J. Bugeski, his wife
deed dated 1-31-83
recorded 2-11-83 OR 571-621

Unit 313 Gerald H. Glickstein and Barbara Glickstein, his wife
deed dated 1-31-83
recorded 3-2-83 OR 574-92

Unit 314 Louis J. Kasing, Jr. and Eleanor Kasing, his wife
deed dated 3-11-83
recorded 3-24-83 OR 577-194

Unit 315 Larry M. Ramsay and Margherita Ramsay, his wife
deed dated 3-3-83
recorded 3-21-83 OR 576-388

FILED IN 1681

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Carl "B" Munkel
CLERK OF DISTRICT COURT

85 20093

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR THE OCEAN GALLERY VISTAS,
A PHASE CONDOMINIUM
DEDICATING THE PACIFICA PHASE

1. BACKGROUND.

1.1 Sun-Mark II Associates, a joint venture, hereinafter referred to as "Owner," has previously caused to be recorded in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, the initial Declaration of a phase condominium dedicating the Ocean Gallery Vistas, Premier Phase, hereinafter referred to as the "Original Declaration." The Original Declaration was recorded at O.R. Book 522, Page 16. Subsequently, the Owner caused to be recorded amendments to the Original Declaration dedicating the Caribe and Aegean Phases. These amendments were recorded in the Public Records of St. Johns County, Florida in O. R. Book 588, Page 731 and O. R. Book 631, Page 181, respectively.

The Owner is the owner of the real property lying in St. Johns County, Florida, legally described in Exhibit 16, attached hereto and made a part hereof, which property is a portion of that certain real property described in Exhibit 5, attached hereto and made a part hereof.

The Owner intends to develop the fourth and final phase of the Ocean Gallery Vistas ("Pacifica") on the property described in Exhibit 17 comprised of forty-five condominium dwelling units, with their appurtenant improvements as one phase of a phase condominium project which will encompass the whole of the land set forth in Exhibit 18 attached hereto and made a part hereof.

This condominium form of ownership will give to each owner the individual ownership of a certain designated condominium parcel which includes, but is in no way limited to, the exclusive ownership of a designated unit, and in certain instances a garage unit, together with an undivided interest in and to all of the common elements contained in the Ocean Gallery Vistas which are specifically described in and are subject to this Declaration.

It is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through.

Exhibit referenced herein are a continuation of and consistent with the exhibit referenced in the Prospectus for this condominium. Should any discrepancy in the text may appear out of numerical order and several may be omitted since some documents appear in the Prospectus and not in the Declaration.

2. DECLARATION.

The Owner, on behalf of itself and its successors, assigns, and assigns, does hereby declare that the lands described in Exhibit 18, attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for St. Johns County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida, pursuant to the provision of Chapter 718, Florida Statutes.

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(1983), in accordance with the terms set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the laws of the State of Florida or this Declaration.

The inclusion of the land described in any Exhibit attached to this Declaration (exclusive of the lands described in Exhibit 10, attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and inclusion by the Owner in the development plan of said lands described in any Exhibits attached to this Declaration (exclusive of the lands described in Exhibits 7, 8, and 9, attached hereto) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

3. NAME AND DEFINITIONS.

The name of this phase condominium is the Ocean Gallery Vistas. The fourth phase shall be identified as the Pacifica. The address is Route 5, Post Office Box 17K, St. Augustine, Florida 32084.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 718, Florida Statutes, 1983) as it exists on the date hereof and as follows unless the context otherwise requires:

- 3.1 Unit: A part of the condominium property which is subject to exclusive ownership and shall consist of a part of a building which according to the plot plan contained herein as Exhibit 12 is identified and designated by number.
- 3.2 Unit Owner: Any person, persons, trusts, or other entity which at any given point in time holds fee simple title in and to any particular condominium parcel.
- 3.3 Condominium Parcel: A unit and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.
- 3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.
- 3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units and shall include the following:
 - 3.5.1 The Balcony/Patio.
 - 3.5.2 The enclosure for the air conditioning equipment (if applicable).
 - 3.5.3 The mail box.
- 3.6 Complex: The complex shall mean this condominium and all other condominiums which may be constructed by owner over the property set forth in Exhibit A hereto.
- 3.7 Assessments: There shall be three assessments levied against this condominium. One assessment for the Ocean Gallery Vistas Condominium Association, Inc. and two assessments for the Ocean Gallery Property Owners Association, Inc.

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- 3.7.1 Condominium Association Assessment shall mean the unit owner's share of the funds required for the cost of maintaining, repairing, and managing the property and common elements of the condominium which are, from time to time, assessed against the unit owners.
- 3.7.2 Property Owner's Association Assessment shall mean the unit owner's share of the funds required for the cost of maintaining, repairing, and managing property which may be owned by the Property Owner's Association, including the driving surfaces, parking areas, boardwalks, ocean front beach area, and certain recreational facilities which are, from time to time, assessed against the unit owners.
- 3.7.3 Garage Unit Assessment shall mean the garage unit owner's share of the funds required for the maintenance, repair, and management of the garage units, which are, from time to time, assessed against garage unit owners. This assessment shall be solely limited to garage unit owners.
- 3.8 Association: The Association means the Ocean Gallery Vistas Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, responsible for the operation of the condominium and its successors.
- 3.9 Common Expenses: All expenses and assessments properly incurred by the Association for the condominium, including, but not limited to:
 - 3.9.1 Expenses of administration, expenses of maintenance, operation, repair, or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association.
 - 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a manager, agent, accountants, attorneys, and other employees.
 - 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 Common Surplus: Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.
- 3.11 Person: Any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
- 3.12 Owner: Owner means: Suncoast of America, a joint venture comprised of Calmark Communities, Inc., a California corporation licensed to do business in Florida, and Sunshine State Mortgage Company, a Florida corporation, its successors and assigns.
- 3.13 Share: A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 Condominium Property: Condominium property means and includes the land in the condominium, whether or not common, and all improvements thereon and all easements and rights appurtenant thereto for use in connection with the Condominium.

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- 3.15 Garage Unit: Parcel G32 through G40 of Exhibit 12 upon which a vehicle parking enclosure is constructed. The exterior of the garage units shall be maintained by the Ocean Gallery Property Owner's Association at the exclusive cost of garage unit owners.
- 3.16 Garage Unit Owner: Any person who, at any given point in time, holds fee simple title in and to any particular garage unit.
- 3.17 Condominium Documents: Condominium Documents include the Original Declaration, together with all Exhibits attached thereto; all Amendments to the Original Declaration, together with all Exhibits attached thereto; Articles of Incorporation of the Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida corporation; the By-Laws of the Association; the Rules and Regulations of the Association; Contract for Sale; the Articles of Incorporation of the Ocean Gallery Property Owner's Association; and, all other documents required pursuant to the Condominium Act (Chapter 718, F.S., 1961).
- 3.18 Majority: The word "majority" shall mean the number of unit owners required to make up 51 percent or more of the votes assigned in the Condominium Documents to the unit owners for voting purposes.
- 3.19 Project: One or more phases of the phase condominium proposed to be constructed by Owner upon the land described in Exhibit 5 hereto.
- 3.20 Property Owner's Association: The Property Owner's Association means the Ocean Gallery Property Owner's Association, Inc., a non-profit corporation under the laws of the State of Florida, responsible for the operation, management, maintenance, and repair of those properties which may be conveyed to it by the Owner for the benefit, use, and enjoyment of all unit owners within the complex.

4. PLAN OF DEVELOPMENT.

4.1 Description of Improvements.

A graphic description of the improvements constituting the Ocean Gallery Vistas, Pacific Phase, and identifying the units and common elements, as said terms are herein defined, and their respective locations and approximate dimensions, is attached hereto and made a part hereof as Exhibits 11 and 12. Each unit shall have a separate number as indicated and the limited common elements pertaining to that unit are those appurtenant thereto.

4.2 Common Plan.

The Owner proposes to develop the Ocean Gallery Vistas as a phase Condominium in four distinct phases upon the parcel of property described in Exhibit 5 hereto. The first phase (Premiere) has been constructed upon the property of Exhibit 7. The second phase (Caribe) has been constructed upon the property of Exhibit 8. The third phase (Aegean) is under construction on the property of Exhibit 9. The fourth phase (Pacific) is proposed to be constructed on the property of Exhibit 10. In addition to developing the Ocean Gallery Vistas as a phase condominium, the Owner also proposes to develop one or more condominiums upon the property described in Exhibit 6 which is contiguous and adjacent to the property described in Exhibit 5. The first phase of the Ocean Gallery Vistas, therefore, is the first phase of the proposed phase condominium which in turn is the first condominium in a proposed multi-condominium development. The Premiere, Caribe, and Aegean phases of

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July 11, 1984

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the Ocean Gallery Vistas each consist of forty-five units. The Pacifica phase will also consist of forty-five units. A common plan of development of said property is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a phase of this condominium.

The phases constructed by Owner within the project shall be operated and governed by the Ocean Gallery Vistas Condominium Association, Inc., a non-profit Florida corporation. Each unit owner in the condominium shall be assessed a fee for maintenance and repairs of the Ocean Gallery Vistas' common elements and facilities.

The Owner will construct and convey fee simple ownership of Parcels G32 through G40, inclusive, to purchasers who are desirous of owning a garage unit. Garage units and open area on property reserved by the Owner for construction of garages shall be maintained by the Ocean Gallery Property Owner's Association. Each garage unit owner shall be assessed a special fee for maintenance and repair of the garage unit. Garage unit owners shall be entitled to exclusive use and possession of their garage units. The boundaries of garage units shall be as provided for units in Section 11.3 of the Original Declaration.

4.3 Phase Descriptions.

The Ocean Gallery Vistas phase condominium proposed to be constructed by the Owner upon the lands described in Exhibit 5 hereto is planned for development in distinct phases. The first phase of the Ocean Gallery Vistas has been designated "Premiere" and consists of forty-five units constructed upon the property of Exhibit 7.

The second phase of the Ocean Gallery Vistas, "Caribe," consists of forty-five units constructed on the property of Exhibit 8.

The third phase of the Ocean Gallery Vistas, "Acqua," is developed, will similarly consist of forty-five units located on the property of Exhibit 9.

The fourth phase, of the Ocean Gallery Vistas, if developed, will be designated "Pacifica" and will also consist of forty-five units contained in a single three-story building generally located as indicated on Exhibit 12. Thirty-nine of these units will be two bedroom, two bath, and six of these units will be three bedroom, two bath.

The Premiere and Caribe phases of the Ocean Gallery Vistas have been completed; the Acqua phase is scheduled for completion prior to July 1, 1986, and the Pacifica phase is scheduled for completion prior to July 1, 1986.

Each unit owner in the Ocean Gallery Vistas will share ownership in the common elements and bear association expenses on the basis of square footage living area (including patio area) of the particular unit. The factors for calculating such ownership interest and/or expense responsibility for each unit in the Pacifica phase are set forth on Exhibit 13 hereto.

The factor is applied in calculating a multiplier to determine a unit's apportioned share. This multiplier is comprised of a numerator containing the product of the factor times the number of units in the phase of which the unit is a part and a denominator containing the total number of units then existing within the Ocean Gallery Vistas.

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For example, if a unit's factor is .0280, the unit is located in the first phase, and two additional phases have been constructed for a total of 135 units, then the first unit's multiplier would be:

$$\frac{(\text{Factor}) \times (\text{Units In Phase})}{\text{Units In Condominium}}$$

or

$$\frac{(.0280) \times (45)}{135} = .00933$$

Each unit owner in this phase condominium will be entitled to one vote and one membership in the Ocean Gallery Vistas Condominium Association. The Owner does not contemplate the addition of any time share estates with respect to any units in any phase of this development.

4.4 Recreational Facilities.

There will be two types of recreational facilities associated with this development.

4.4.1 Common element facilities: This condominium will be provided with recreational facilities which are common elements of the condominium and as previously referred to will include a swimming pool, a bathhouse and a whirlpool/spa area. These common elements are for the exclusive use of unit owners within the phase condominium.

4.4.2 Shared facilities: The Ocean Gallery Property Owner's Association may or will hold title to various properties and recreational facilities located within the lands of Exhibit 6 hereto which will be for the use of all owners of units within the complex developed by the Owner upon the lands in Exhibit 6. These facilities would include the beach area, the boardwalk, the tennis court facilities, as well as the driving and parking areas. This property and facilities will not constitute a portion of the common elements of this or any other condominium to be constructed at the site but will be owned, operated, managed and maintained by the Property Owner's Association for the benefit of all unit owners within the complex. One parking place will be assigned to each unit of the condominium by the Property Owner's Association. The remaining parking spaces shall be commonly used and the Property Owner's Association may not assign remaining spaces to any particular unit or units.

5. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common elements shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All portions covered by Exhibit 5 shall be subject to a permanent easement for encroachments that now or hereafter exists caused by construction or settlement or movement of the buildings and such encroachments.

REC-684 442

shall be permitted to remain undisturbed, space and the easement shall continue until the encroachments no longer exist. The common elements, including, but not limited to, drives, walkways, swimming pools, greenbelts, lands, and conservation areas, if any, are subject to a perpetual, non-exclusive easement, in favor of the adjoining lands described in Exhibit 6, for ingress and egress, by pedestrian and vehicular means, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article, the Ocean Gallery Vistas Condominium Association, Inc. shall have the right to establish the rules and regulations governing the use and enjoyment of all the common elements in this condominium and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

6. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

The Premiere, Caribe, and Aegean phases of the Ocean Gallery Vistas each consist of forty-five units. The Pacifica Phase also consists of forty-five units. The distribution of common elements is based upon the square footage living area of each unit (including patio area) and results in the factors for each unit as enumerated in Exhibit E of the Original Declaration, Exhibits E2 and 11 of the amendments dedicating the Caribe and Aegean Phases, respectively, and Exhibit 13 hereto.

6.1 The factors listed in Exhibit E of the Original Declaration, Exhibit E2 and 11 of the amendment dedicating the Caribe and Aegean Phases, respectively, and Exhibit 13 hereto for each unit in the Premiere, Caribe, Aegean, and Pacifica Phases of the Ocean Gallery Vistas shall be used in all instances referred to in this Declaration where apportionment of expenses is required to be determined. These factors shall be used in determining the ownership of common elements, in determining the assessment for Part One and Part Two expenses; the apportionment of expenses and/or surpluses in the event of casualty or loss; and for disposition of the proceeds of sale of any of the common elements, limited common elements, or units of this condominium. Since this is a phase condominium and additional units are added over a period of time which increase the number of units in existence in the condominium, the factors of Exhibit E of the Original Declaration, Exhibits E2 and 11 of the amendments dedicating the Caribe and Aegean Phases, respectively, and Exhibit 13 hereto must be employed in a fraction, the numerator of which is the factor, multiplied times the number of units in the particular phase in which the unit is located and the denominator of which is the total number of units in existence in the phase condominium. This fraction can then be applied to determine the particular unit owner's share in expenses, surpluses, or whatever quantity is being calculated on an apportioned basis.

7. CORRECTION OF SCRIVENOR'S ERROR

In Article 22 of the Original Declaration, the Owner granted an ingress-egress and utility easement over the land described in Exhibit K to the Original Declaration. In the Amendment to the Original Declaration dedicating the Caribe Phase, recorded at O.R. Book 588 at Page 781, Public Records of St. Johns County, Florida the reference to Exhibit K was amended to refer to Exhibit A for such easement. The Amendment was in error. The correct legal description of the easement is attached to the Original Declaration as Exhibit K. Thus, the second paragraph in Paragraph 22 of the Original Declaration should read:

"The Owner, by execution of these documents, grants a perpetual ingress-egress and utility

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- 7 -

July 11, 1984

684 443
easement over the land described in Exhibit K hereto, for the benefit of units constructed by Owner within the complex. Said easement is graphically depicted and identified in Exhibit D hereto."

8. INCORPORATION BY REFERENCE.

8.1 The following Articles of the Original Declaration, as amended, are herein incorporated by reference:

5. Easements.
6. Restraints on Subdividing and Partition.
7. Retained Rights of Owner.
8. Maintenance, Repairs and Alterations.
10. The Ocean Gallery Associations.
11. Ownership of Condominium Units.
12. Assessments.
13. Sale, Rental, Lease or Transfer.
14. Enforcement of Maintenance Requirements.
15. Insurance Provisions.
16. Termination.
17. Amendment.
18. Interpretation.
19. Remedies for Violations.
20. Special Assessment.

8.2 The following Exhibits to the Original Declaration, as amended, are herein incorporated by reference:

Exhibit A, Legal Description, Premiere (Exhibit 7 herein).

Exhibit B, Legal Description, Project (Exhibit 5 herein).

Exhibit C, Graphics, Premiere.

Exhibit D, Legal Description, Complex (Exhibit 6 herein).

Exhibit E, Apportionment Factors, Premiere.

Exhibit F, Articles of Incorporation of the Ocean Gallery Vistas Condominium Association, Inc.

Exhibit G, Bylaws of the Ocean Gallery Vistas Condominium Association, Inc.

Exhibit H, Articles of Incorporation of the Ocean Gallery Property Owners Association, Inc.

8.3 The following Exhibits to the Amendment to the Original Declaration dedicating the Caribe Phase are herein incorporated by reference:

Exhibit A2, Legal Description, Caribe (Exhibit 8 herein).

Exhibit E2, Apportionment Factors, Caribe.

8.4 The following Exhibits to the Amendment to the Original Declaration dedicating the Aegean Phase are herein incorporated by reference:

Exhibit 9, Legal Description, Aegean (Exhibit 9 herein).

Exhibit 11, Apportionment Factors, Aegean.

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This Declaration of Condominium was executed by the duly authorized officers of Sun-Mark II Associates Joint Venture partners, Calmark Communities, Inc., and Sunshine State Mortgage Company, on this / day of _____, 1985.

SUN-MARK II ASSOCIATES, a Joint Venture

Witness

Witness

By: 
Calmark Communities, Inc.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 1985 by _____, who is the _____ of Calmark Communities, Inc., on behalf of the corporation.


Notary Public

My commission expires:

SUN-MARK II ASSOCIATES, a Joint Venture

Witness

Witness

By: 
Sunshine State Mortgage Company

LE:78h

- 9 -

July 11, 1984

STATE OF FLORIDA

REC 684 PAGE 445

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12
day of June, 1985 by Steven F. Bruha, who is the
Vice President of Sunshine State Mortgage Company, on behalf of the
corporation.

Notary Public

My commission expires:

AmeriFirst Federal Savings and Loan Association is executing this Declaration of Condominium solely for the purpose of subordinating its interest in the land submitted to condominium ownership to the Declaration. This execution shall not in any way subject it or its assigns to liability under the Declaration.

AMERIFIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION
(MORTGAGEE)

By: Steven F. Bruha (SEAL)
As its Vice President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17th
day of June, 1985 by Steven F. Bruha, who is the
Vice President of AmeriFirst Federal Savings and Loan Association, a
corporation existing under the laws of the United States, on behalf of
the corporation.

Michael J. Bullard
Notary Public

My commission expires:

LSJ8h

- 10 -

July 11, 1984

description

TEL 684 PAGE 446

THE OCEAN GALLERY VISTAS

A parcel of land in Government Lots 1 and 4 in Section 13, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4: thence along said line, N. 89°24'30" E., 870.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W., 1006.63 feet; thence N. 89°24'30" E., 323.34 feet to the coastal construction control line; thence along said line, S. 07°29'43" E., 969.67 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 9.492 acres more or less

OCEAN GALLERY VISTAS
- Exhibit 5

description:

REF 684 PAGE 447

THE OCEAN GALLERY

A parcel of land in Government Lots 1 and 4 in Section 13, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4, said point also lying on a curve concave Southwesterly and having a radius of 11,509.20 feet (a radial to said curve bears N. 75°41'50" E.); thence Northwesterly along said curve 133.36 feet through a central angle of 00°39'50"; thence tangent N. 14°58'00" W., 1136.64 feet; thence N. 89°24'30" E., 1596 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line, 1289 feet more or less to its intersection with a line which bears N. 89°24'30" E. from the "TRUE POINT OF BEGINNING"; thence S. 89°24'30" W., 1403 feet more or less to the "TRUE POINT OF BEGINNING".

Containing 44.1 acres more or less.

Together with any littoral rights thereunto appertaining.

EXHIBIT 6

THE OCEAN GALLERY VISTAS PREMIERE PHASE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89°24'30" E., 370.10 feet for a "TRUE POINT OF BEGINNING"; thence N. 06°48'54" W., 281.19 feet; thence N. 07°29'43" W., 78.02 feet; thence S. 69°43'47" E., 123.09 feet; thence N. 83°11'06" E., 51.00 feet; thence N. 05°43'34" W., 20.00 feet; thence N. 64°15'23" E., 123.51 feet; thence N. 83°11'06" E., 43.55 feet to the coastal construction control line; thence along said line S. 07°29'43" E., 80.14 feet; thence continue along said control line, S. 06°48'54" E., 318.10 feet; thence S. 89°24'30" W., 322.90 feet to the "TRUE POINT OF BEGINNING".

Containing 2.601 acres more or less

LESS that property upon which the roadways, parking areas and boardwalks serving this phase of The Ocean Gallery Vistas and subsequent phases of this condominium, to the extent those parking areas, roadways and boardwalks fall within the above description. Lands upon which the parking areas, roadways and boardwalks are constructed are not included in the lands dedicated to condominium ownership and all right, title and interest to this property will remain vested in the Owner, Sun-Mark II Associates until such time as they convey or transfer it to The Ocean Gallery Property Owner's Association.

EXHIBIT 7

LEGAL DESCRIPTION OF CARIBE

A parcel of land in Government Lot 4 in Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300.00 feet North of and parallel with the South line of said Government Lot 4; thence along said line, N. 89° 24' 30" E., 870.10 feet to the Southwest corner of "The Ocean Gallery Vistas, Premiere Phase," a condominium, as recorded in Condominium Plat Book 522, Pages 16 through 75 of the Public Records of said county; thence along the West line of said plat the following: N. 06° 48' 54" W., 281.19 feet; thence N. 07° 29' 43" W., 78.02 feet to the Northwest corner of said "The Ocean Gallery Vistas, Premiere Phase" and the point of beginning, said point also lying on the Northerly line of a 60.00 foot ingress-egress and utility easement as recorded in O.R. Book 518, Pages 742 through 744 of the Public Records of said county; said point also lying on a non-tangent curve concave Southwesterly and having a radius of 130.00 feet; thence Northwesterly along said curve and easement line 36.05 feet through a central angle of 15° 53' 21" (chord N. 74° 48' 44" W., 35.94 feet) to a reverse curve concave Northeasterly and having a radius of 70.00 feet; thence Northwesterly along said curve, 56.51 feet through a central angle of 46° 15' 07" (chord N. 59° 37' 51" W., 54.99 feet) to a non-tangent curve concave Northwesterly and having a radius of 450.00 feet; thence Northeasterly along said curve 6.78 feet through a central angle of 00° 48' 32" (chord N. 48° 44' 18" E., 6.78 feet); thence non-tangent from said curve N. 41° 39' 58" E., 5.00 feet radial to a curve concave Westerly and having a radius of 168.22 feet; thence leaving said ingress-egress and utility easement, Northerly along said curve 163.92 feet through a central angle of 55° 49' 48" (chord N. 20° 25' 11" E., 157.51 feet); thence N. 07° 29' 43" W., 73.69 feet; thence N. 82° 30' 17" E., 321.00 feet to the coastal construction control line; thence along said line, S. 37° 29' 43" E., 268.17 feet to the Northeast corner of said "The Ocean Gallery Vistas, Premiere Phase;" thence along the Northerly line of said plat the following: S. 83° 11' 03" W., 43.55 feet; thence S. 64° 15' 23" W., 123.51 feet; thence S. 06° 48' 54" E., 20.00 feet; thence S. 83° 11' 06" W., 51.00 feet; thence N. 69° 43' 47" W., 123.09 feet to the point of beginning. Containing 2.302 acres more or less.

LESS that property upon which the roadway, parking areas, and boardwalks serving this phase of The Ocean Gallery Vistas and subsequent phases of this condominium, to the extent these parking areas, roadways, and boardwalks fall within the above description. Lands upon which the parking areas, roadways, and boardwalks are constructed are not included in the lands dedicated to condominium ownership and all right, title, and interest to this property will remain vested in the Owner, Sun-Mark II Associates, until such time as they convey or transfer it to The Ocean Gallery Property Owner's Association.

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EXHIBIT 8,

Created By: Joy Sacco Printed: 12/1/2015 1:25:07 PM EST

THE OCEAN GALLERY VISTAS

a portion of section 15, township 8 south, range 30 east, st. john's county, florida

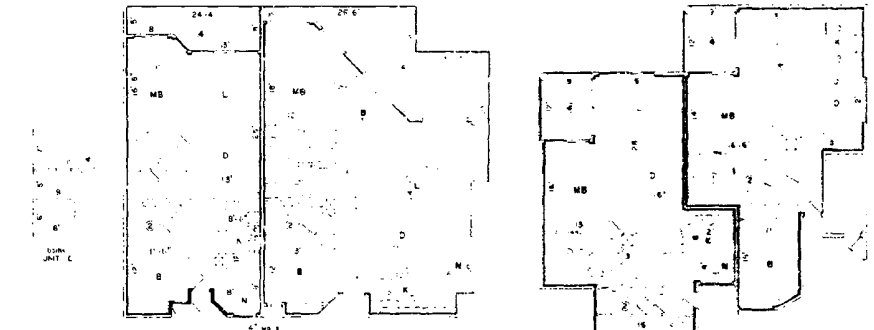
TYPICAL UNITS FLOOR PLAN

UNIT C

UNIT D

UNIT B

UNIT A



LEGEND:

- L - LIVING ROOM
- D - DINING ROOM
- K - KITCHEN
- H - HALL
- B - BEDROOM
- MB - MASTER BEDROOM
- M - MASTER BATH
- W - WALKER / DRYER
- B - BALCONY

NOTES:

1. All exterior walls are common elements and are 8" (10.5") thick except as shown.
2. The dimensions and elevations shown herein are based on plans and data supplied by THE OCEAN ADVOCATES, INC., and are subject to change without notice which may occur during construction.
3. All walkways, support columns, B walls between units and within UNIT D, are common elements.
4. All interior dimensions are to the face of the block walls.
5. All balconies are enclosed common elements.



CLIMBERY & PARR, INC.
CONSULTING ENGINEERS, ARCHITECTS, LAND SURVEYORS
1111 N. W. 11th Street, Suite 100, Ft. Lauderdale, FL 33304

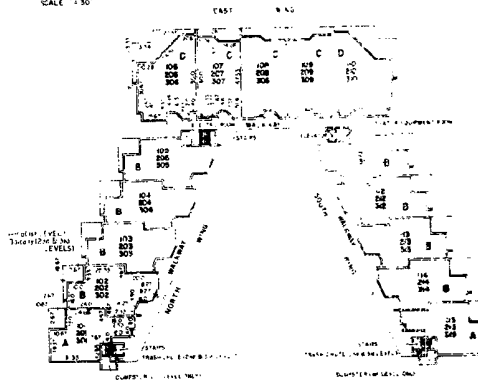
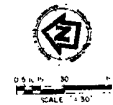
FILE 684 PAGE 432

THE OCEAN GALLERY VISTAS

a portion of section 15, township 8 south, range 30 east
st. june county, florida

PACIFICA PHASE

A CONDOMINIUM "PROPOSED"



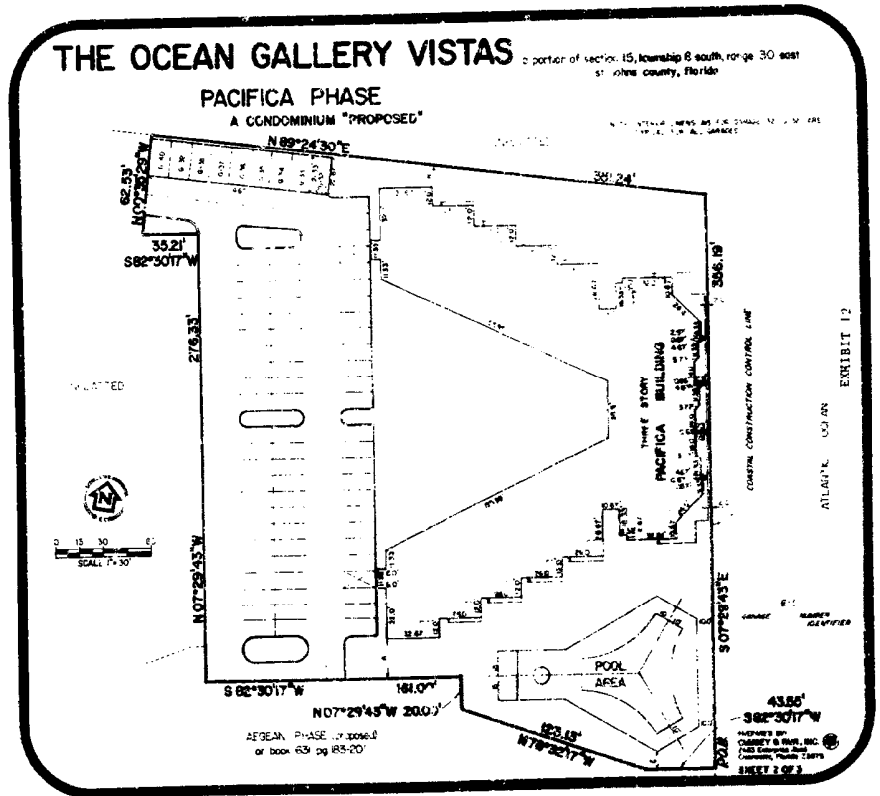
THIRD FLOOR
FLOOR ELEVATION 34' 2"
FLOOR ELEVATION 33' 8"
FLOOR ELEVATION 33' 4"
FLOOR ELEVATION 33' 0"
FLOOR ELEVATION 32' 6"
FLOOR ELEVATION 32' 2"
FLOOR ELEVATION 31' 8"
FLOOR ELEVATION 31' 4"
FLOOR ELEVATION 31' 0"
FLOOR ELEVATION 30' 6"
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FLOOR ELEVATION 29' 4"
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FLOOR ELEVATION 28' 6"
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FLOOR ELEVATION 11' 4"
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FLOOR ELEVATION 5' 0"
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FLOOR ELEVATION 4' 2"
FLOOR ELEVATION 3' 8"
FLOOR ELEVATION 3' 4"
FLOOR ELEVATION 3' 0"
FLOOR ELEVATION 2' 6"
FLOOR ELEVATION 2' 2"
FLOOR ELEVATION 1' 8"
FLOOR ELEVATION 1' 4"
FLOOR ELEVATION 1' 0"
FLOOR ELEVATION 0' 6"
FLOOR ELEVATION 0' 2"
FLOOR ELEVATION 0' 0"

NOTES:
(1) ALL BOUNDARY WALLS ARE 12" THICK CONCRETE AND ARE 8" THICK ON ALL OTHERS WHERE SHOWN.
(2) ALL WALLS, INCLUDING SUPPORT WALLS, SHALL BE BUILT BETWEEN UNITS, ARE COMMON ELEMENTS.
(3) ALL INTERIOR WALLS ARE TO THE FACE OF THE BINDER WALLS.
(4) ALL BALCONIES ARE LIMITED COMMON ELEMENTS.
(5) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
(6) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
(7) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
(8) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
(9) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
(10) THE DIMENSIONS AND ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUPPLIED BY THE DESIGNER. ANY CHANGES TO THE DESIGN SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.

DESIGNED BY
CURTIS & PAUL
2015
CURTIS & PAUL
2015

SHEET 3 OF 3

FILE 684 PAGE 453



THE OCEAN GALLERY VISTAS, PACIFICA PHASE

Apportionment Factors

(For the use in calculating percentage ownership of common elements and percentage share of common expenses and surplus)

<u>UNIT NUMBER</u>	<u>FACTOR</u>
101	.0198
102	.0216
103	.0216
104	.0216
105	.0216
106	.0280
107	.0216
108	.0216
109	.0216
110	.0280
111	.0216
112	.0216
113	.0216
114	.0216
115	.0198
201	.0198
202	.0216
203	.0216
204	.0216
205	.0316
206	.0280
207	.0216
208	.0216
209	.0216
210	.0280
211	.0216
212	.0216
213	.0216
214	.0216
215	.0198
301	.0198
302	.0216
303	.0216
304	.0216
305	.0216
306	.0282
307	.0216
308	.0216
309	.0216
310	.0282
311	.0216
312	.0216
313	.0216
314	.0216
315	.0198

1995 SEP 16 AM 10 28

Shirley "Linda" M. Smith
CLERK OF DISTRICT COURT

Exhibit 13

LEJ841

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**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
THE OCEAN GALLERY VISTAS, A PHASE CONDOMINIUM
(ADDING AS BUILT PLANS FOR PACIFICA PHASE)**

Pursuant to the provisions of Section 718.104(4)(e), Florida Statutes (1985), Sun-Mark II Associates, a joint venture partnership between Calmark Communities, Inc., a California corporation, and Sunshine State Mortgage Company, a Florida corporation, hereby amends the Declaration of Condominium of the Ocean Gallery Vistas, a phase condominium (the "Declaration"), to include the as built plans for the Pacifica Phase. The as built plans for the Pacifica Phase, including the surveyor's certificate, are attached hereto as Exhibit 1 and amend Exhibit 12 to the Declaration which was recorded in Official Records Book 684 at Page 436 of the Public Records of St. Johns County, Florida.

Executed this 1 day of August, 1987.

Witnesseth:

SUN-MARK II ASSOCIATES, a Joint
Venture

CALMARK COMMUNITIES, INC.

BY: [Signature]

As Its:

(Affix Corporate Seal Here)

Executed this 1 day of August, 1987.

Witnesseth:

SUNSHINE STATE MORTGAGE
COMPANY

BY: [Signature]

As Its:

(Affix Corporate Seal Here)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1 day
of August, 1987 by [Signature]
who is the VICE PRESIDENT of Calmark Communities, Inc., a California
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 2ND day
of July, 1987 by [Signature]
who is the VICE PRESIDENT of Sunshine State Mortgage Company, a Florida
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

PLD/C7-2719A
06/30/87

CONSENT OF MORTGAGEE

The First, F.A., mortgage holder on the property described on Exhibit 1 attached hereto, consents to the Amendment To The Declaration Of Condominium Of The Ocean Gallery Vistas, A Phase Condominium (Adding As Built Plans For The Pacifica Phase).

Witnesseth:

Gabuth K. K. K.
Carla K. K.

THE FIRST, F.A.

BY:

Louis E. Laubscher
As is: Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

)
)

The foregoing instrument was acknowledged before me this 3rd day of July, 19 87 by Louis E. Laubscher, who is the St. Vice President of The First, F.A., on behalf of the Association.

Marcia A. Zilman
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: 01/19/98
BOULEVARD AND CENTRAL AVE. UNO

PLD/C7-2719A

PACIFICA PHASE
A CONDOMINIUM

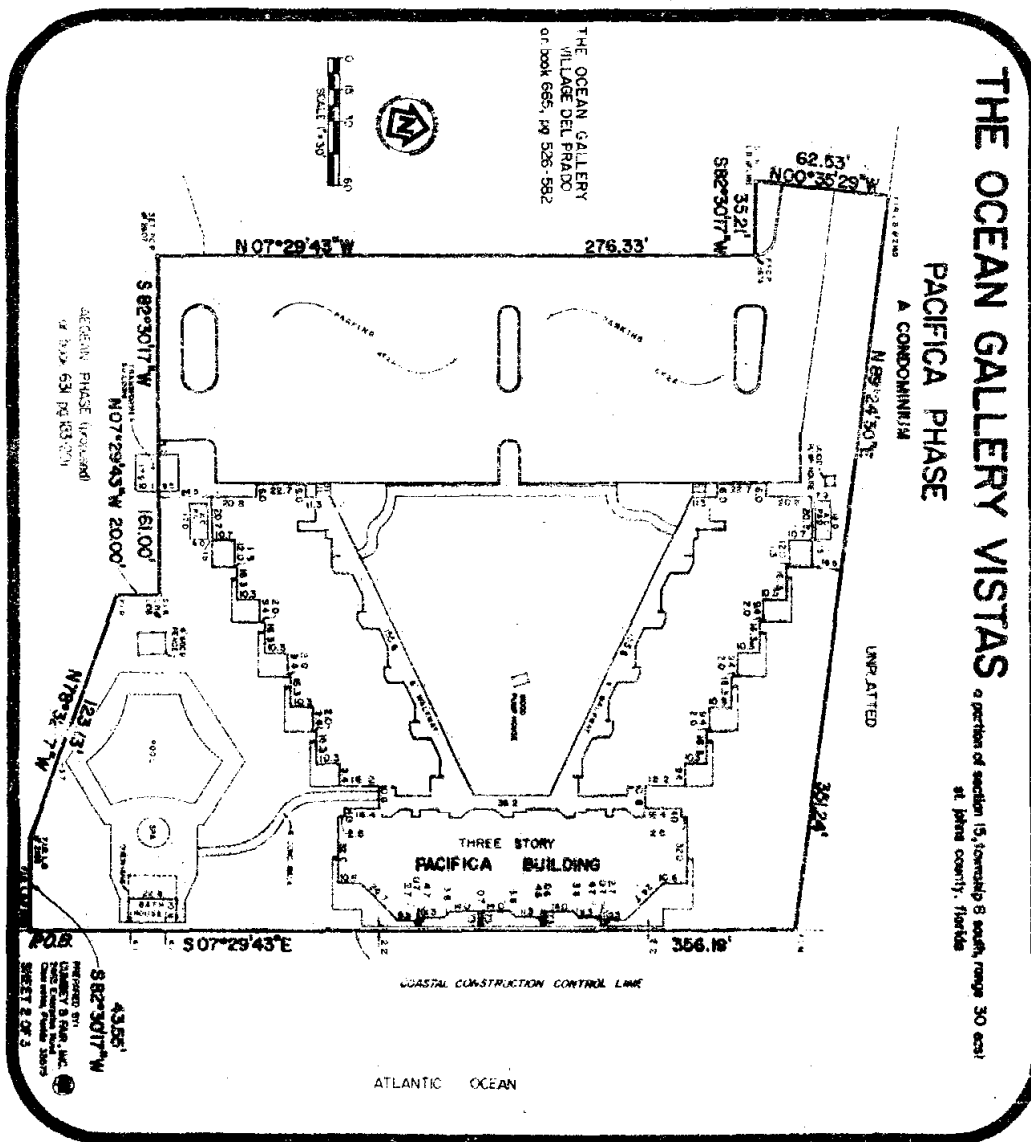
ST. JAMES' CATHEDRAL, TORONTO

ISSN 0967-8267

[illegible]

11. *Thymus praecox* L.

SHEET 1 OF 3



MAP SHOWING SURVEY OF

O.R. 750 PG 1265

VACANT PARCEL LAS PALMAS

A parcel in Government Lot 4, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Ocean Gallery and the East right-of-way line of State Road No. A-1-A; thence South $14^{\circ}58'01''$ East along said East right-of-way line 1019.99 feet to the Point of Beginning; thence continue South $14^{\circ}58'01''$ East, 166.65 feet to the P.C. of a curve to the left having a radius, delta and chord of 11,509 feet $00^{\circ}49'50''$ and 133.35 feet; thence Southeasterly around the arc of the curve 133.36 feet to the South line of said tract; thence North $89^{\circ}24'30''$ East 244.12 feet on said South line; thence North $00^{\circ}35'30''$ West 124.36 feet to the P.C. of a curve to the left having a radius, delta and chord of 93 feet, $30^{\circ}0'11''$, and 48.15 feet; thence Northwesterly around the arc of said curve 48.71 feet to a Point of Reverse Curvature for a curve to the right having a radius, delta and chord of 117 feet $52^{\circ}22'13''$, and 103.26 feet; thence Northwesterly and Northeasterly around the arc of said curve 103.26 feet to the P.T. of said curve; thence North $21^{\circ}48'11''$ East 51.75 feet to the Southerly line of a 66 foot right-of-way for ingress and egress said point being on a curve to the left, said curve being non tangent to the last line; said curve having a radius, chord and chord bearing of 282 feet, 166.30 feet and North $87^{\circ}49'05''$ West; thence Northwesterly around the arc of said curve, 168.81 feet to the P.T. of said curve; thence South $75^{\circ}02'50''$ West, 157.0 feet to the Point of Beginning. Said Parcel contains ± 2.04 acres.

I HEREBY CERTIFY that I have surveyed the lands as shown in the above caption and there are no encroachments to the best of my knowledge except as shown and this sketch is an accurate representation thereof. This survey complies with Section 472.027 FLORIDA STATUTES.

FIELD WORK: 11/17/86
DRAFTED: 11/19/86
SCALE: 1" = 30'
JOB NO: 86-1147

Paul L. Taylor, P.L.S.
Registered Land Surveyor #2674FL
133 South Dixie Highway
St. Augustine, FL 32084
1-904-824-1427

FILED AND RECORDED IN
ST. JOHNS COUNTY, FLORIDA

1987 JUL -9 AM 11:00

Paul L. Taylor
REGISTERED LAND SURVEYOR