

82 4122

DEF 532 PAGE 250
REC

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PIER POINT SOUTH A CONDOMINIUM, TO
ADD PHASE TWO

THIS AMENDMENT ("Amendment") TO DECLARATION OF CONDOMINIUM OF PIER POINT SOUTH, A CONDOMINIUM (the "Declaration") TO ADD PHASE TWO, made this 25th day of March, 1982, by PIER POINT SOUTH, a Florida general partnership consisting of Pier Point South, Inc., a Florida corporation, and Pier Point Properties, Inc., a Florida corporation, as its general partners ("Developer").

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of the recordation of the Declaration (the "Act"), Developer has established Pier Point South, A Condominium (the "Condominium"), according to the Declaration thereof recorded in Official Records Book 532, Page 101, of the Public Records of St. Johns County, Florida; and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.403 of the Act and as set forth in Article X of the Declaration; and

WHEREAS, the recorded Declaration submitted "Phase One" to condominium ownership as the initial phase of the Condominium; and also provided for possible submission to condominium ownership of "Phase Two" (as those terms are defined in the Declaration); and

WHEREAS, Developer desires to add Phase Two as part of the Condominium; and

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase Two Land", as hereinafter defined, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.

2. The real property, more particularly described on Exhibit C to the Declaration (which is attached hereto and made a part hereof as Exhibit A) (the "Phase Two Land"), is hereby submitted to condominium ownership and added as a part of the Condominium. The Phase Two Land, together with all improvements now or hereinafter located thereon and all appurtenances thereto, as set forth on the Survey, Site Plan and Graphic Description of Improvements for Phase Two which is attached

This Instrument Prepared by:
MICHAEL L. BROOKS
2800 Independent Square
Jacksonville, Florida 32242
Record & Return to Same

hereto and made a part hereof as Exhibit B shall constitute Phase Two.

3. The resulting percentage of the ownership interest in the common elements appurtenant to each unit in Phase One and Phase Two and the share of common expenses for each such unit upon the recording of this Amendment shall be 1.5625 percent.

4. This Amendment shall become effective upon recording in the Public Records of St. Johns County, Florida. The effect of this Amendment shall be that Phase One and Phase Two shall be, and the same shall constitute the Condominium.

5. As of March 26, 1982, the construction of the improvements which will ultimately comprise Pier Point South, A Condominium, have not been substantially completed. This statement is made pursuant to Section 719.104(4)(c), Florida Statutes (1981).

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the day and year first above written.

PIER POINT SOUTH, a general partnership

WITNESSES:

PIER POINT SOUTH, INC., as general partner

Michael S. Bresler
Howard L. Dale

By: [Signature]
President

Attest: [Signature]
Secretary

(SEAL)

PIER POINT PROPERTIES, INC., general partner

Michael S. Bresler
Sherry Bevis

By: [Signature]
President

Attest: [Signature]

(SEAL)

STATE OF FLORIDA)

COUNTY OF DUVAL)

OFF 532 PAGE 252
REC

BEFORE ME, the undersigned authority, personally appeared Samuel Easton and Patricia Roth to me known to be the President and Secretary of PIER POINT SOUTH, INC., a Florida corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium as the act and deed of said corporation, as general partner of PIER POINT SOUTH and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 25th day of March, 1982.

Michael J. Brann
Notary Public, State of Florida

My commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 5, 1985
I am a Notary Public, State of Florida

STATE OF FLORIDA)

COUNTY OF DUVAL)

BEFORE ME, the undersigned authority, personally appeared Gaylord Gerber and Wayne Sanderson, to me known to be the President and Secretary of PIER POINT PROPERTIES, a Florida corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium as the act and deed of said corporation, as general partner of PIER POINT SOUTH and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 25th day of March, 1982.

Michael J. Brann
Notary Public, State of Florida

My commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 6, 1985
I am a Notary Public, State of Florida

9-6-85

EXHIBIT A

DEF 532 PAGE 253
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TO

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

PIER POINT SOUTH, A CONDOMINIUM,

TO ADD PHASE TWO

LEGAL DESCRIPTION OF PHASE TWO

PHASE TWO

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 6, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1 WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON SAID RIGHT OF WAY LINE, 331.64 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, ON THE NORTH LINE OF SIXTEENTH STREET IN ANASTASIA BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, AS RECORDED IN MAP BOOK 2, PAGE 50, PUBLIC RECORDS OF SAID COUNTY, 92 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 1 DEGREE 12 MINUTES EAST 77 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 65 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 30 SECONDS EAST 40 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 235.92 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 47 SECONDS WEST, ON THE COASTAL CONSTRUCTION SETBACK LINE ESTABLISHED FOR THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, 116.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID NORTH LINE OF SIXTEENTH STREET, 301.55 FEET TO THE POINT OF BEGINNING.

Together with and subject to:

REF 532 PAGE 254
REC

All right, title and interest, if any, of the public to use as a public beach or recreational area any part of the above described property lying between the waters of the Atlantic Ocean abutting said property and the most inland of any of the following:

- (a) the natural line of vegetation;
- (b) the most extreme high water mark;
- (c) the bulkhead line;
- (d) any other line which has been or hereafter may be legally established as relating to public use.

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EXHIBIT B

TO

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

PIER POINT SOUTH, A CONDOMINIUM,

TO ADD PHASE TWO

SURVEY, SITE PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS
FOR PHASE TWO

DATE: 11-1-51

DATE: 11-1-51

DESCRIPTION - NEW POINT SOUTH SUBDIVISION

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REC

PARCEL 1:

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 6, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, 35TH JAMES COUNTY, FLORIDA AND BETWEEN SAID GOVERNMENT LOTS 1 AND 6 AND THE ATLANTIC OCEAN; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1 WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON SAID RIGHT OF WAY LINE, 100 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 15 MINUTES EAST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1, A DISTANCE OF 100 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST 100 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF GOVERNMENT LOT 1, A DISTANCE OF 351.30 FEET; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON THE WEST LINE OF A PUBLIC ROADWAY AS DESCRIBED IN DEED BOOK 76, PAGE 307, PUBLIC RECORDS OF SAID COUNTY, 125 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON THE SOUTH LINE OF THE SUBDIVISION ON THE NORTH END OF SAID ROADWAY, 20 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST, ON THE EAST LINE OF SAID ROADWAY, 125 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF GOVERNMENT LOT 1 EXTENDING EASTERLY TO THE WATERS OF THE ATLANTIC OCEAN, A POINT MORE OR LESS; THENCE WANDERING SOUTHERLY, ON SAID WATERS OF THE ATLANTIC OCEAN, 340 FEET MORE OR LESS TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SIXTEENTH STREET IN ATLANTIC BEACH SUBDIVISION OF ANASTASIA BEACHMONT ASSOCIATION, AS RECORDED IN MAP BOOK 2, PAGE 50, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 15 MINUTES 30 SECONDS WEST, ON SAID EXTENSION OF THE NORTH LINE OF SIXTEENTH STREET AND ON SAID NORTH LINE OF SIXTEENTH STREET, 101 FEET MORE OR LESS TO THE COASTAL CONSTRUCTION SETBACK LINE ESTABLISHED FOR THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA; THENCE NORTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, ON SAID SETBACK LINE, 116.95 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST 40 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 14 SECONDS WEST 40 FEET; THENCE SOUTH 1 DEGREE 12 MINUTES WEST 77 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID NORTH LINE OF SIXTEENTH STREET, 99 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST, ON SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, 94.14 FEET TO THE NORTH LINE OF SAID ATLANTIC BEACH SUBDIVISION AT THE SOUTH LINE OF SAID GOVERNMENT LOT 1; THENCE CONTINUING NORTH 1 DEGREE 12 MINUTES EAST, ON SAID RIGHT OF WAY LINE, 117.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 6, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, 35TH JAMES COUNTY, FLORIDA, NOW MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1 WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON SAID RIGHT OF WAY LINE, 131.64 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, ON THE NORTH LINE OF SIXTEENTH STREET IN ANASTASIA BEACH SUBDIVISION OF ANASTASIA BEACHMONT ASSOCIATION, AS RECORDED IN MAP BOOK 2, PAGE 50, PUBLIC RECORDS OF SAID COUNTY, 92 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 1 DEGREE 12 MINUTES EAST 77 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 65 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 14 SECONDS EAST 40 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 235.91 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 47 SECONDS WEST, ON THE COASTAL CONSTRUCTION SETBACK LINE ESTABLISHED FOR THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, 116.95 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID NORTH LINE OF SIXTEENTH STREET, 301.55 FEET TO THE POINT OF BEGINNING.

I HEREBY CERTIFY: That the above
MAP OF SURVEY is to the best of my
knowledge a correct representation
of the herein described property as
recently surveyed under my direction.

Paul H. Jones
REGISTERED ENGINEER NO. 4213
REGISTERED SURVEYOR NO. 894

OFF 532 PAGE 257
REC

SECRET

MEANING FULLY (APPROX. 1000000)

WITNESS-125
PART OF D.B. 36, PAGE 303
S112W-125

6112 W-125

U.S. DEPT. OF AGRICULTURE
BUREAU OF PLANT INDUSTRY

۱۹۰۹

WORKING - 110.02

COASTAL CONSTRUCTION SETBACK LINE

(Faint handwritten notes)

MI 11 E - 100

1051-351681
D. J. Bergin

$$5100 W = 51.6 \Delta$$

100-100-100-100

2010

7-20-68

ATLANTA, Ga., Sept. 10 (AP)—

100-2167

1997

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 395–402

100

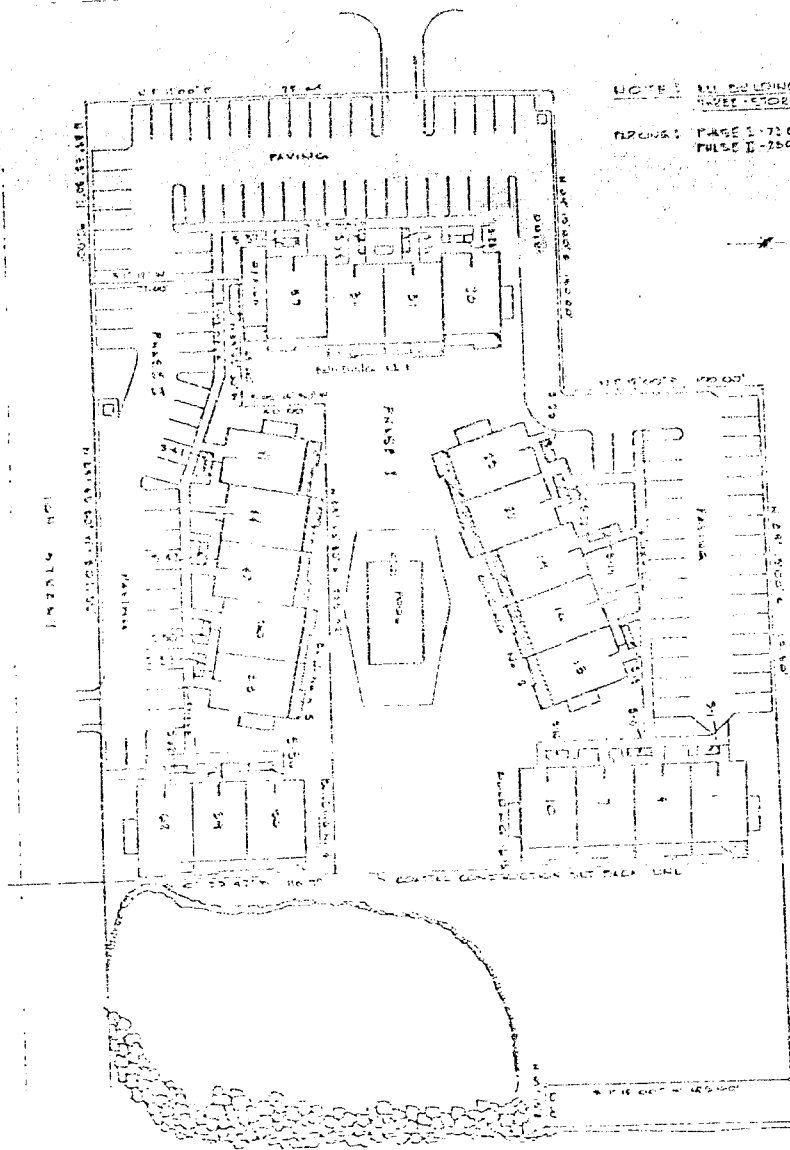
STATE ROAD NO A-1-A

ST. LUCASTINE BEACH ROAD (A1A)

REF 532 PAGE 258

NOTE: ALL BUILDINGS
TWO-STOREY
FLOORING: FLOOR 1 - 72 CARS
FLOOR 2 - 25 CARS

SITE PLAN
SHOWS UNIT LOCATIONS ON
FLOORS OF THESE STORY B.D.

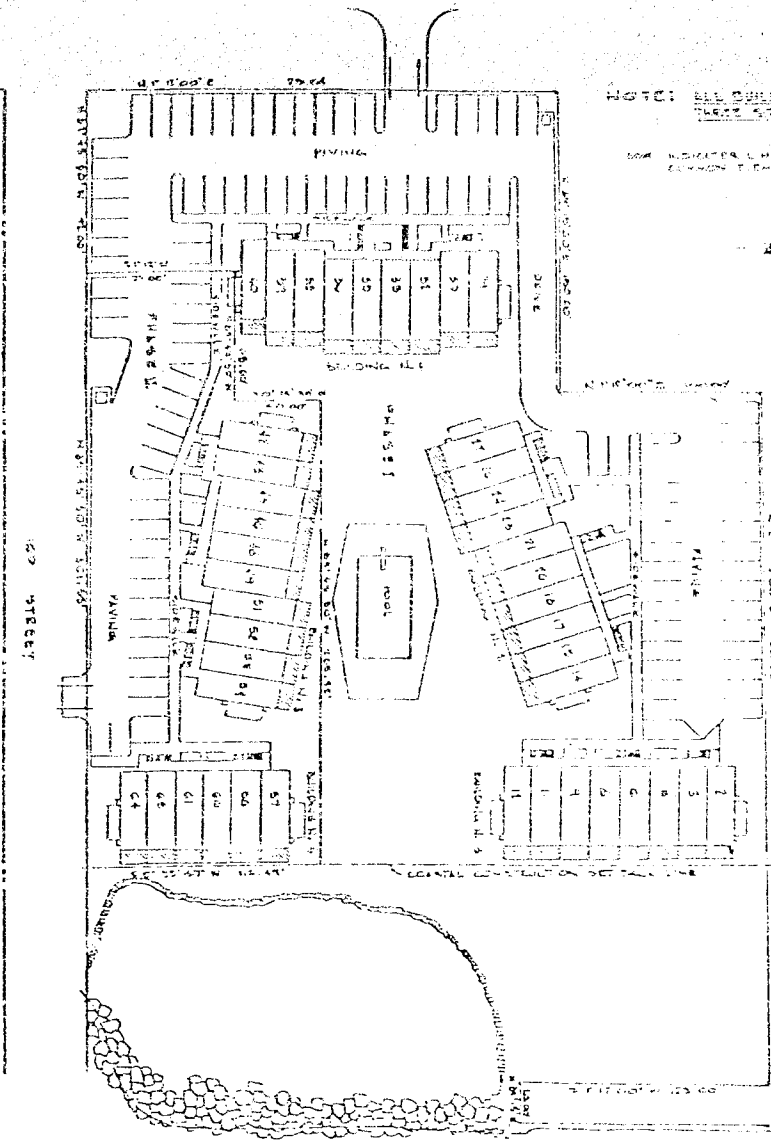


LEGEND
 - - - - - DESIGNATES LIMITED COMMON ELEMENT
 - - - - - DESIGNATES STORAGE SPACE
 - - - - - INDICATES UNIT TO BUILD FORMED BY UNIT

GRAPHIC SCALE
 0 10 20 30 40 50 60 70 80 90 100 110 120

ST AUGUSTINE BEACH ROAD (AIA)

OFF REC 532 PAGE 259



NOTE: ALL BUILDINGS
THREE STORIES

DO NOT REMOVE EXISTING
LANDSCAPING

SITE PLAN

SHOWING THE LOCATION
OF THE PROPOSED
THREE STORY BUILDINGS

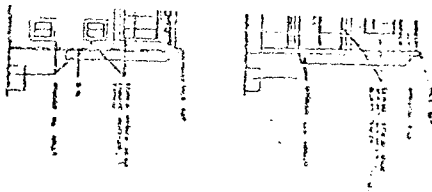
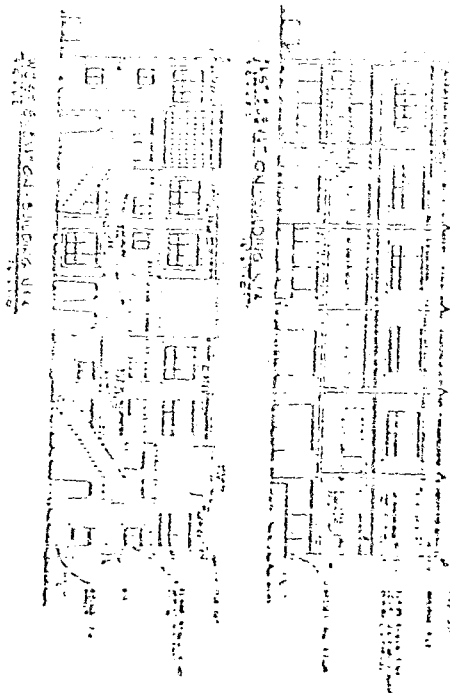
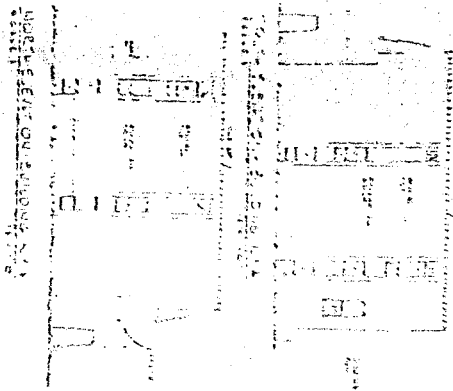
GRAPHIC SCALE

0 10 20 30 40 50 60 70 80 90 100
FEET

ATLANTIC BEACH

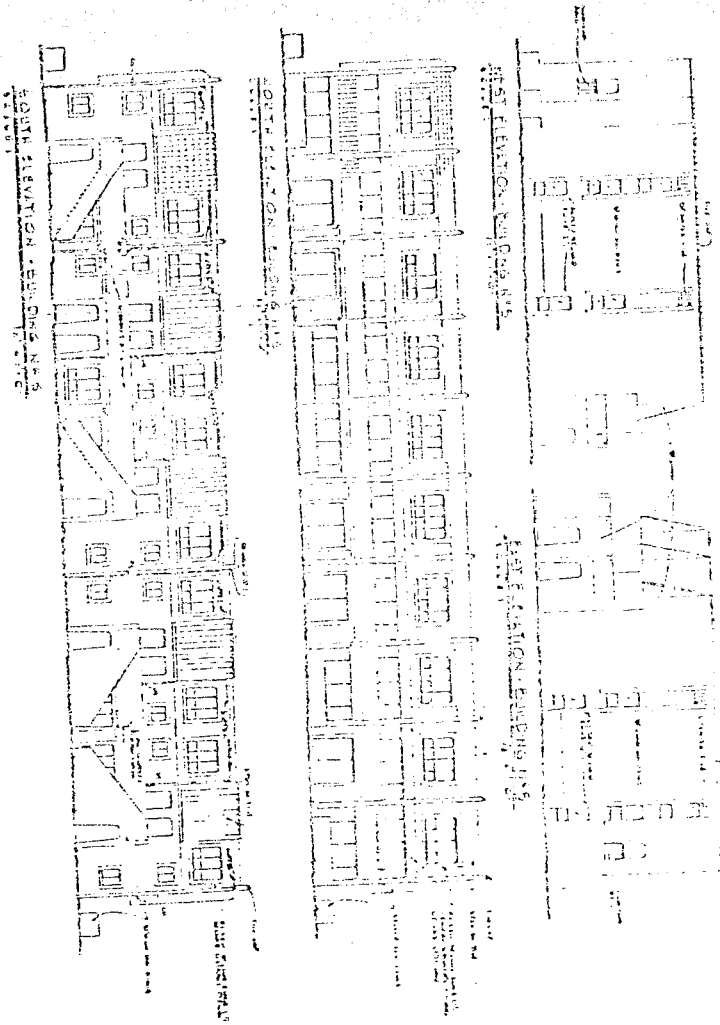
OFF REC 532 PAGE 260

PHASE TWO - JOINING FOUR

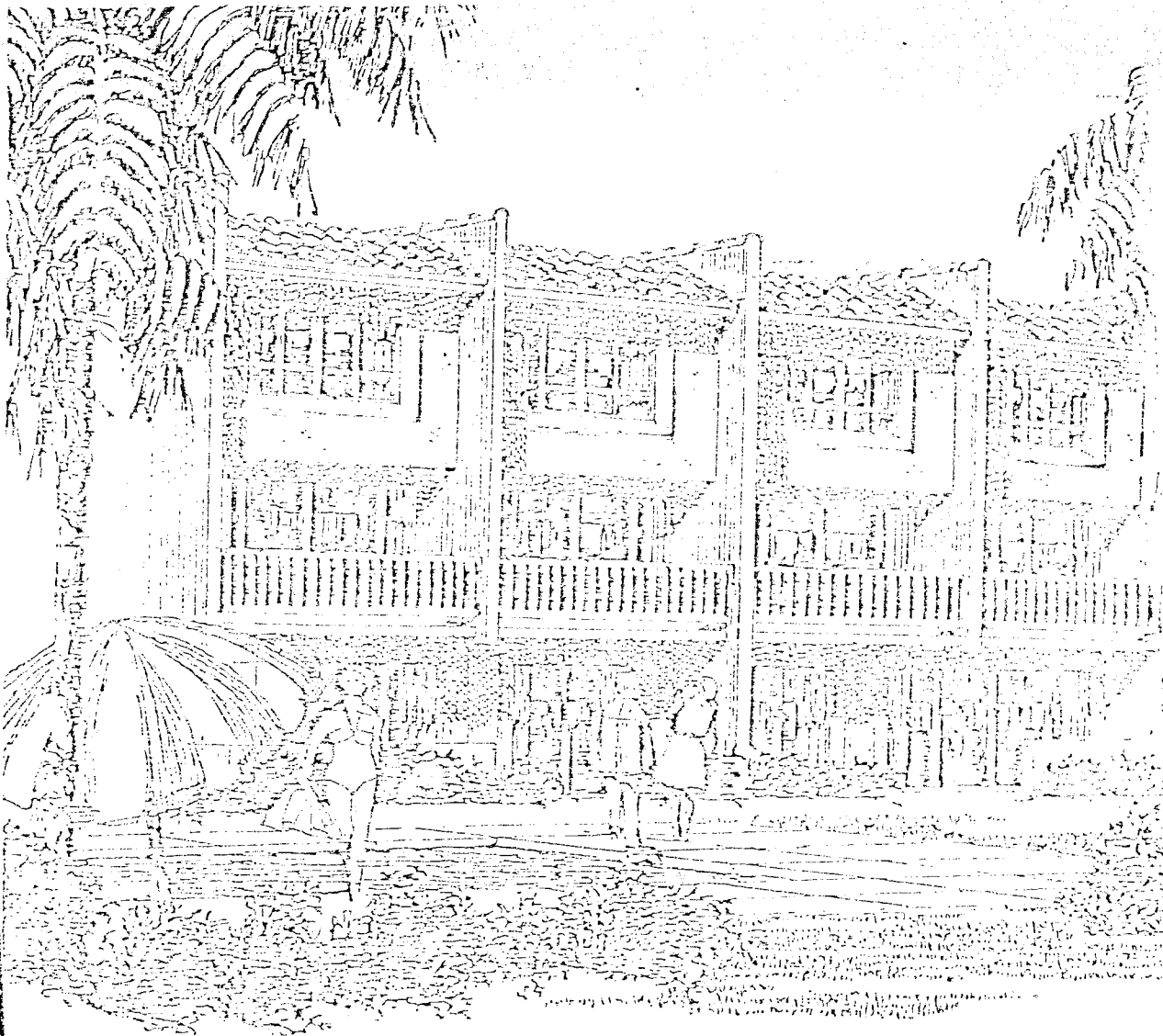


25	A-21	53	PIER POINT SOUTH CONDOMINIUMS ST. AUGUSTINE BEACH, FLORIDA
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PHASE TWO - BUILDING FIVE



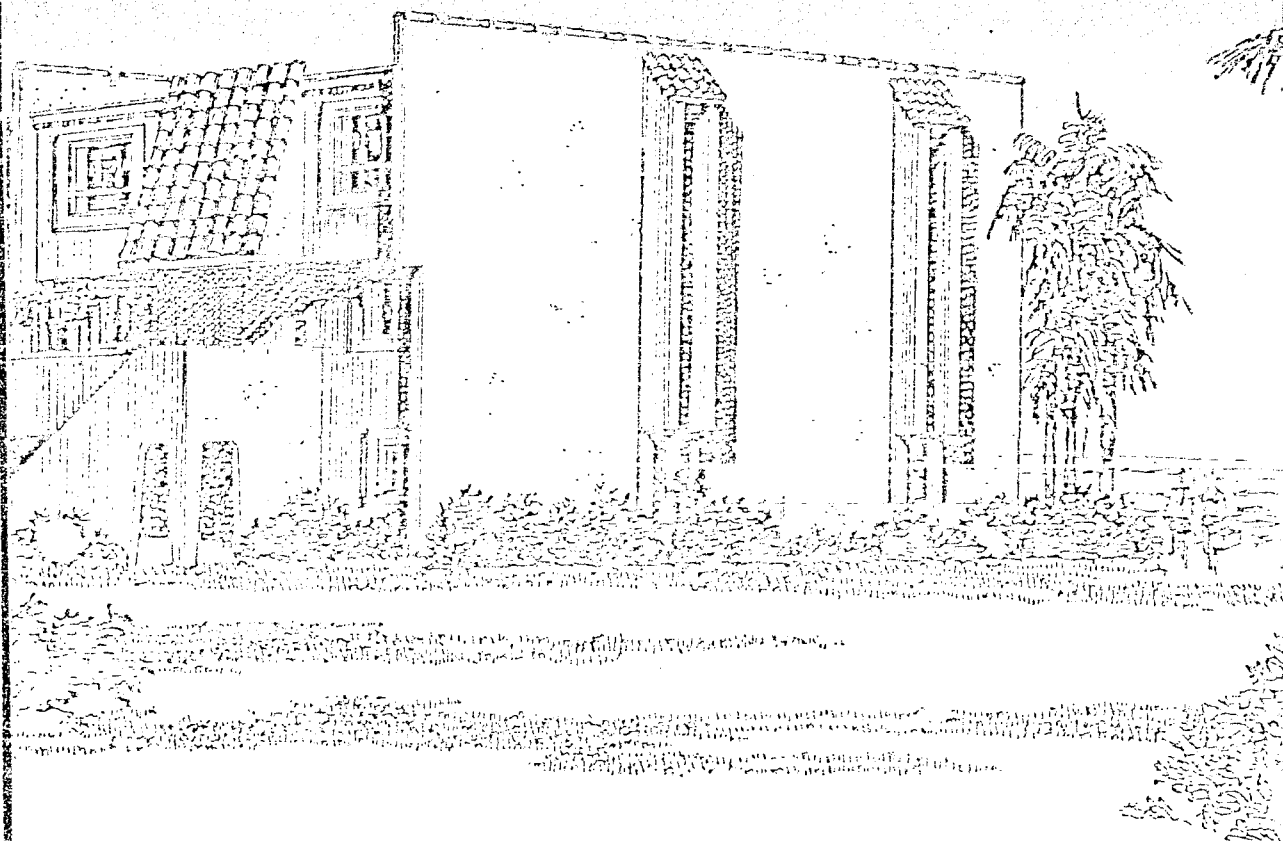
<p>26</p>	<p>A22</p>	<p>PLR POINT SOUTH CONDOMINIUMS ST AUGUSTINE BLACH, FLORIDA</p>	<p>26</p>	<p>26</p>	<p>26</p>	<p>26</p>	<p>26</p>
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REF 532 PAGE 263
REC



OFF 532 PAGE 264
REC



CONSENT OF MORTGAGEE

DEF 532 PAGE 265
REC

Barnett Bank of Jacksonville National Association, a national banking corporation, being the holder of that certain mortgage, dated August 3, 1981, and recorded August 14, 1981, in Official Records Book 504, Page 659 of the Public Records of St. Johns County, Florida, hereby consents to the filing of the Amendment to Declaration of Pier Point South, A Condominium, to Add Phase Two, in accordance with the applicable provisions of Section 718.104, Florida Statutes (1981).

Signed, sealed and delivered
in the presence of:

Elizabeth H. Dart
Robert M. Dart

BARNETT BANK OF JACKSONVILLE,
NATIONAL ASSOCIATION

By: *Elizabeth H. Dart*
Its Vice President

Corporate Seal
0300002

STATE OF FLORIDA)

COUNTY OF)

The foregoing instrument was acknowledged before me this
25th day of March, 1982, by ROBERT M. DART,
Vice President of BARNETT BANK OF JACKSONVILLE, NATIONAL
ASSOCIATION, a national banking corporation, on behalf of
said corporation.

Elizabeth H. Dart
Notary Public, State of Florida
at Large.

My commission expires April 4, 1983

(Notary Seal)

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

612 MAR 26 AM 9 34

Paul "Bud" Pank
CLERK OF CIRCUIT COURT

82 9770

OFF REC 545 PAGE 538

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PIER POINT SOUTH, A CONDOMINIUM, TO ADD CERTIFICATE
OF SURVEYOR AS TO FINAL SURVEY AND GRAPHIC DESCRIPTION

THIS AMENDMENT, ("Amendment") to Declaration of Condominium of Pier Point South (the "Declaration") to Add Certificate of Surveyor as to Final Survey and Graphic Description, made this 12 day of July, 1982, by PIER POINT SOUTH, a Florida general partnership ("Developer"); by and through PIER POINT SOUTH, INC., a Florida corporation, by and through Samuel Easton and Patricia Roth its President and its Secretary, respectively, as general partner.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes (1981), as amended through the date of the recording of the Declaration (the "Act"), Developer has established Pier Point South, A Condominium (the "Condominium"), according to the Declaration thereof recorded March 26, 1982, in Official Records Book 532, Page 109, of the public records of St. Johns County, Florida and the Amendment to Declaration of Condominium to Add Phase Two, also recorded March 26, 1982 in Official Records Book 532, Page 250, of the public records of St. Johns County, Florida; and

WHEREAS, pursuant to Section 718.104(4)(e) of the Act, Developer recorded an Amendment to Declaration of Condominium to Pier Point South, A Condominium, to Add Certificate of Surveyor as to Buildings 3 and 4 on April 5, 1982, in Official Records Book 533, Page 405, of the public records of St. Johns County, Florida, and an Amendment to Declaration of Condominium to Pier Point South to Add Certificate of Surveyor as to Add Buildings 1, 2, and 5 on April 16, 1982 in Official Records Book 535, Page 205, of the public records of St. Johns County, Florida in order to be able to convey units in said buildings before the completion of all improvements comprising the Condominium; and

WHEREAS, a final survey has been completed; and

WHEREAS, pursuant to Section 718.104(4)(e), upon the substantial completion of construction the Developer must amend the Declaration to include a Certificate of Surveyor as to the final survey and graphic description; and

WHEREAS, attached hereto and by reference made a part hereof is a Certificate of Surveyor certifying that the construction of the Condominium is substantially complete and that the final survey and graphic description (as identified in the Certificate of Surveyor), together with the provision of the Declaration describing the condominium property, is

Notarized Prepared By
MICHAEL L. BROOKS
2300 Independent Square
Jacksonville, Florida 32202
Record & Return To Same

an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials;

NOW, THEREFORE, Developer hereby declares:

The Declaration is amended by the Certificate of Surveyor attached hereto.

This Amendment shall become effective upon recording in the public records of St. Johns County, Florida. The effect of this Amendment shall be that all planned improvements are substantially completed and that provisions of the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimensions of the improvements constituting Pier Point South, A Condominium, and that the identification, locations and dimension of the common elements and of each unit constituting Pier Point South, A Condominium, can be determined from the final survey, graphic description, and the other provisions of the Declaration of Condominium.

WHEREOF, Developer has hereunto set his hand and official seal on the day and year first above written.

PIER POINT SOUTH, a Florida
general partnership

WITNESSES:

By: PIER POINT SOUTH, INC.
General Partner

Floraie Linspo

By: Samuel Easton, Jr.
President

Frances Love

Attest: Patricia Roth
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

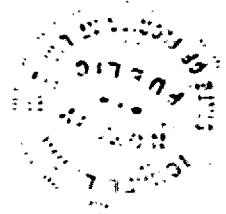
Before me personally appeared Samuel Easton, Jr. and Patricia Roth respectively the President and Secretary of PIER POINT SOUTH, INC., a corporation under the laws of the

515 510

State of Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

July, 1932, WITNESS my hand and official seal this 12th day of 1932 at Jacksonville, Duval County, Florida.

Michael J. Broadu
Notary Public, State of Florida
My Commission Expires Sept. 6, 1933
By and For My Hand, Michael J. Broadu, Notary



CONSENT OF MORTGAGEE

Barnett Bank of Jacksonville, National Association, a national banking corporation, being the holder of that certain mortgage, dated August 3, 1981, and recorded August 14, 1981, in Official Records Book 504, Page 659 of the Public Records of St. Johns County, Florida, hereby consents to the filing of the Amendment to Declaration of Pier Point South, A Condominium, as to Final Survey and Graphic Description, in accordance with the applicable provisions of Section 718.104, Florida Statutes (1981).

Signed, sealed and delivered
in the presence of:

Elizabeth W. Baker
Kathleen Bernreuter

BARNETT BANK OF JACKSONVILLE,
NATIONAL ASSOCIATION

By: [Signature]
Its Vice-President

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14th day of June, 1982, by Robert M. Dart, Vice-President of BARNETT BANK OF JACKSONVILLE, NATIONAL ASSOCIATION, a national banking corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida
at Large.

My commission expires: My commission expires Apr. 4, 1983

(Notary Seal)

CERTIFICATE OF SURVEYOR
AS TO FINAL SURVEY AND GRAPHIC DESCRIPTION

Date: May 10, 1982

I, LOREN N. JONES, of St. Augustine, St. Johns County, Florida, certify as follows:

1. I am a land surveyor, registered under Chapter 472 of the Florida Statutes and authorized to practice in the State of Florida.

2. This certificate is made as to Pier Point South, A Condominium, located at 15 A.1.A. South, St. Augustine Beach, Florida, according to that certain Declaration of Condominium of Pier Point South, A Condominium, recorded in Official Records Book 532, Page 109, of the public records of St. Johns County, Florida; as amended by Amendment to Declaration of Condominium of Pier Point South, A Condominium, to Add Phase Two recorded in Official Records Book 532, Page 250; as amended by Amendment to Declaration of Pier Point South, A Condominium, to Add Certificate of Surveyor as to Buildings 3 and 4, recorded in Official Records Book 533, Page 405; and as amended by Amendment to Declaration of Condominium of Pier Point South, A Condominium, to Add Certificate of Surveyor as to Buildings 1, 2 and 5, recorded in Official Records Book 535, Page 205, (said Amendments being recorded in the public records of St. Johns County, Florida, and, together with said Declaration of Condominium, are hereinafter jointly referred to as "Declaration of Condominium").

3. This Certificate is made in compliance with Sections 718.104(e) and 718.105(4), Florida Statutes (1981).

4. With regard to the Final Survey attached hereto and the graphic description of the improvements constituting Pier Point South, A Condominium, is found in the following Exhibits to the Declaration of Condominium:

- (a) Exhibit E, "Graphic Description of Improvements in Phases One and Two", recorded in Official Records Book 532, Pages 179 through 185, public records of St. Johns County;
- (b) Exhibit F, "Identification of Units in Phases One and Two and Floor Plans", recorded in Official

Records Book 532, Pages 186 through 202, public records of St. Johns County, Florida; and

(c) Exhibit G, "Site Plan of Phase One and Phase Two", recorded in Official Records Book 532, Pages 203 through 205, public records of St. Johns County, Florida,

the construction of said improvements is substantially complete so that the Final Survey and the Exhibits E, F, and G as above described, together with the other provisions of the Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements constituting Pier Point South, A Condominium, and that the identification, location and dimension of the common elements and of each unit constituting Pier Point South, A Condominium, can be determined from the Final Survey, said Exhibits, and the other provisions of the Declaration of Condominium.

James H. Jones
Surveyor

Certification of
Registration No. 894
State of Florida

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 10th day of May, 1982.

Janet M. Nalley
Notary Public, State of Florida
at Large

My Commission Expires: 5/18/85

①

LANDS DESCRIBED IN D.B. 76, P. 301

239.96'

10.3'

N 89°15' E - 351.30'

PT. OF BEGIN.
F.P. & L. CO.
EASEMENT -
O.R. 247, P. 219

- N. LINE 5. 237' ± G.L. 1

ASPHALT DRIVE - PARKING

CONC. WALK

5.0'

BUILDING NO. 2

8.3'

CONC. DECK

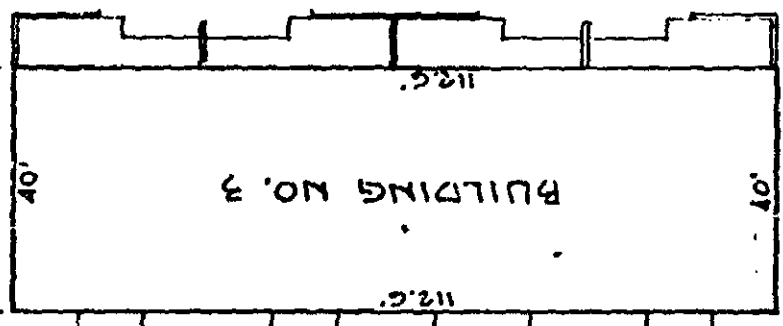
POOL

CONC. WALK

WIDTH F.P. & L. CO. EASEMENT (O.R. BOOK 521, P. 219)

500°00'24"W - 252'

WALK



BUILDING NO. 3

112.0'

40.0'

LINE 500°33'47"W - 338.35'

ETBACK

CONC. WALK

SEA WALL RETURN

N 89°15' E - 20'

51°12' W - 125'

EASEMENT FOR
WALK -
SEE D.B. 217, P. 83

EXISTING BOARDWALK (SEE D.B. 76, P. 303)

CONC. SEA WALL
H 1°12' E - 125'

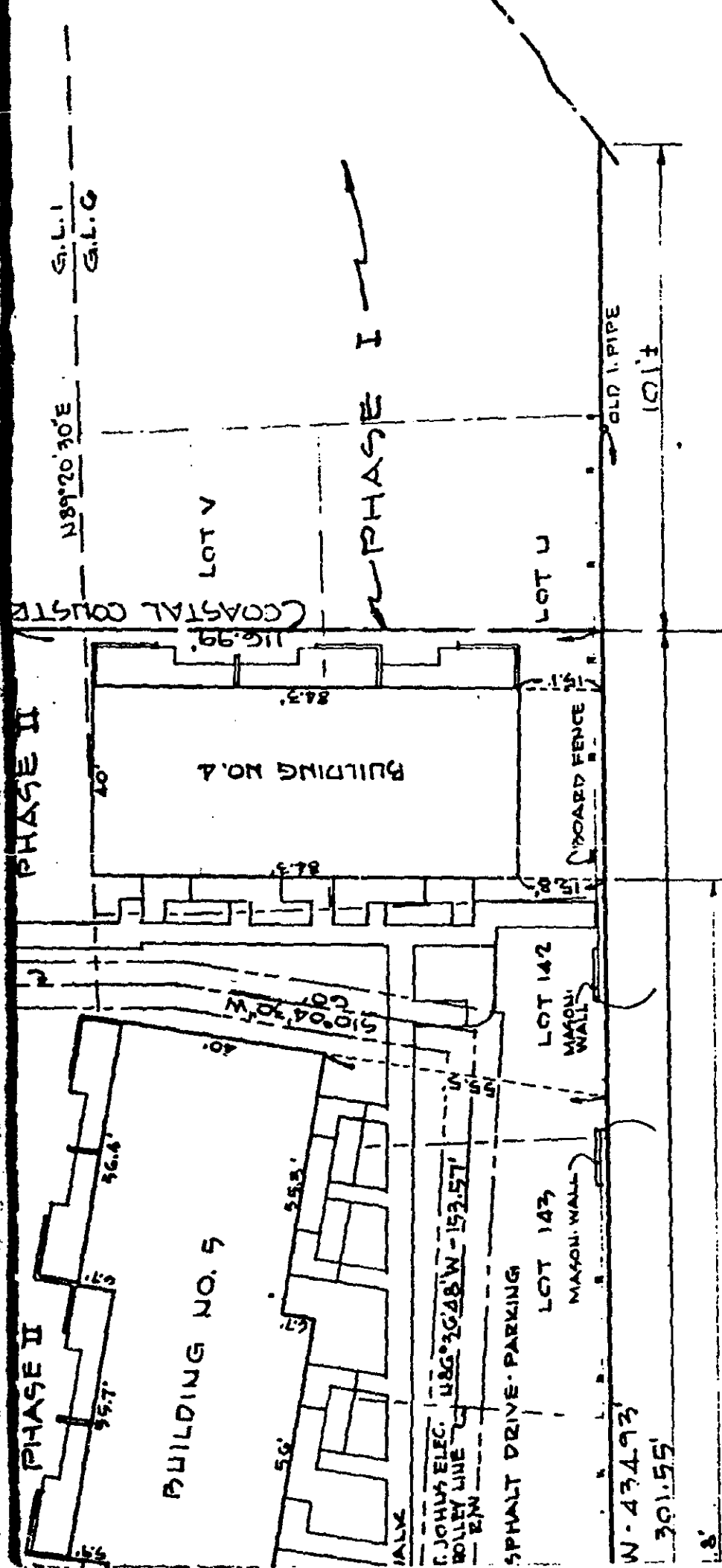
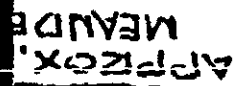
DRILL HOLE 2"x
N 89°15' E - 41'

545 PAGE 544

ANTIC OCEAN

H.W. LINE
OUTHERLY 340'

SCALE: 1"=30'
MAY 6, 1982



MAP OF SURVEY
PIER POINT SOUTH CONDOMINIUM
ST. AUGUSTINE BEACH, FLORIDA

FEET - AC Width - Paved

3)

E.W. LINE G.L.1 NB 9°15' E

OFF REC

545 PAGE 546

STATE ROAD NO. A-1-A ST. AUGUSTINE BEACH RD. (PAVED)

50'

OLD CONC. MON.

122.0'

150'

280'

237' ± DESCRIPTION - 237.50' MEASURED

100'

PT. OF BEGINNING - PHASE I

OLD I. PIPE

N 89°15' E - 150'

BOARD FENCE DRIVE EDGE

2.2 SPIKE IN DRIVE

ASPHALT DRIVE

BOARD FENCE

80'

MASON WALL

137.50'

MASON WALL

ASPHALT DRIVE - PARKING

N 1°12' E - 231.64'

G.L.1
G.L.6

74.5'

CONC. WALK

BUILDING NO. 1

94.14'

LOT 147

LOT 146

LOT 145

BOARD FENCE

PHASE I

PHASE II

LOT

155.7'

OLD I. PIPE

72'

PT. OF BEGINNING - PHASE II

NOTE:

... ESTABLISHED BY

MAP OF SURVEY

DESCRIPTION - PIER POINT SOUTH CONDOMINIUMS

OFF REC 545 PAGE 547

PHASE I:

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 6 SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BETWEEN SAID GOVERNMENT LOTS 1 AND 6 AND THE ATLANTIC OCEAN; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1 WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON SAID RIGHT OF WAY LINE, 100 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 15 MINUTES EAST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1, A DISTANCE OF 150 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST 100 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF GOVERNMENT LOT 1, A DISTANCE OF 351.30 FEET; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON THE WEST LINE OF A PUBLIC BOARDWALK AS DESCRIBED IN DEED BOOK 76, PAGE 303, PUBLIC RECORDS OF SAID COUNTY, 125 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON THE SOUTH LINE OF THE BULKHEAD ON THE SOUTH END OF SAID BOARDWALK, 20 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST, ON THE EAST LINE OF SAID BULKHEAD, 125 FEET; THENCE NORTH 89 DEGREES 15 MINUTES EAST, ON SAID NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF GOVERNMENT LOT 1 EXTENDED EASTERLY TO THE WATERS OF THE ATLANTIC OCEAN, 4 FEET MORE OR LESS; THENCE MEANDERING SOUTHERLY, ON SAID WATERS OF THE ATLANTIC OCEAN, 340 FEET MORE OR LESS TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SIXTEENTH STREET IN ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, AS RECORDED IN MAP BOOK 2, PAGE 50, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID EXTENSION OF THE NORTH LINE OF SIXTEENTH STREET AND ON SAID NORTH LINE OF SIXTEENTH STREET, 101 FEET MORE OR LESS TO THE COASTAL CONSTRUCTION SETBACK LINE ESTABLISHED FOR THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA; THENCE NORTH 00 DEGREES 33 MINUTES 47 SECONDS EAST, ON SAID SETBACK LINE, 116.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST 235.92 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 30 SECONDS WEST 40 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST 65 FEET; THENCE SOUTH 1 DEGREE 12 MINUTES WEST 77 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID NORTH LINE OF SIXTEENTH STREET, 92 FEET; THENCE NORTH 1 DEGREE 12 MINUTES EAST, ON SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, 94.14 FEET TO THE NORTH LINE OF SAID ATLANTIC BEACH SUBDIVISION AT THE SOUTH LINE OF SAID GOVERNMENT LOT 1; THENCE CONTINUING NORTH 1 DEGREE 12 MINUTES EAST, ON SAID RIGHT OF WAY LINE, 137.50 FEET TO THE POINT OF BEGINNING.

PHASE II:

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 6, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 237 FEET MORE OR LESS OF SAID GOVERNMENT LOT 1 WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 1 DEGREE 12 MINUTES WEST, ON SAID RIGHT OF WAY LINE, 331.64 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, ON THE NORTH LINE OF SIXTEENTH STREET IN ATLANTIC BEACH SUBDIVISION OF ANASTASIA METHODIST ASSEMBLY GROUNDS, AS RECORDED IN MAP BOOK 2, PAGE 50, PUBLIC RECORDS OF SAID COUNTY, 92 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 1 DEGREE 12 MINUTES EAST 77 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 65 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 30 SECONDS EAST 40 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST 235.92 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 47 SECONDS WEST, ON THE COASTAL CONSTRUCTION SETBACK LINE ESTABLISHED FOR THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, 116.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, ON SAID NORTH LINE OF SIXTEENTH STREET, 301.55 FEET TO THE POINT OF BEGINNING.

MINUTES 30 SECONDS OFF 545 PAGE 548
REC

(5)
Loren N. Jones
P. O. Box 1321
St. Augustine, FL 32084
May 6, 1982

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1982 JUL 16 PM 3:50

Paul "Bud" Marshall
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY: That the above MAP OF SURVEY is to the best of my knowledge a correct representation of the herein described property as recently surveyed under my direction.

Loren N. Jones
REGISTERED ENGINEER NO. 4213
REGISTERED SURVEYOR NO. 894

5
37 532 109

82 4121

DECLARATION OF CONDOMINIUM
FOR
PIER POINT SOUTH, A CONDOMINIUM

FILED FOR RECORD
RECORDED UNDER CLERK'S NO. _____
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,
FLORIDA.

CONSISTING OF _____ PAGES
AND EXHIBITS "A" THROUGH "H"

THIS INSTRUMENT WAS PREPARED BY
HOWARD L. DALE
PAMELA PAMELA DALE & DALE, P.A.
2800 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

SEE OFF REC NO 536 P. 1 448 (Chalmers)
SEE OFF REC NO 536 P. 2 448 (Chalmers)
SEE OFF REC NO 536 P. 3 491 (Chalmers)
SEE OFF REC NO 536 P. 4 504 (Chalmers)

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DECLARATION OF CONDOMINIUM
FOR PIER POINT SOUTH, A CONDOMINIUM

78 532 mn110

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NY 532 No 111

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Exhibits

ME 532 MH112

- A Legal Description of Land in Phase One
- B Legal Description of Land in Phase Two
- C Legal Description of Total Land
- D Survey of Phase One and Phase Two
- E Graphic Description of Improvements in Phases One and Two
- F Identification of Units in Phases One and Two and Floor Plans A, B and C
- G Site Plans of Phase One and Phase Two
- H Percentage of Undivided Interest in Common Elements and Common Expenses - Phase One and Phase Two
- I Articles of Incorporation of Pier Point South Condominium Association, Inc.
- J Bylaws of Pier Point South Condominium Association, Inc.
- K Schedule of Annual Assessments for Phase One Interim Assessment Period
- L Schedule of Annual Assessments for Phase Two Interim Assessment Period
- M Statement Regarding Substantial Completion of Construction.

DECLARATION OF CONDOMINIUM
FOR
PIER POINT SOUTH, A CONDOMINIUM

772 532 PART 113

MADE THIS 5th day of March, 1982, by PIER POINT SOUTH, a Florida general partnership, consisting of Pier Point South, Inc., a Florida corporation, and Pier Point Properties, Inc., a Florida corporation as its sole general partners, its successors and assigns (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to condominium ownership and use the land described on Exhibit A attached hereto, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1979, as amended to the date hereof (the "Condominium Act"). This is a phase condominium as contemplated by Section 718.401 of the Condominium Act. The Phase Plan for creation of two phases is set forth in Article X hereto.

II. NAME AND ADDRESS.

The name by which the condominium property is to be identified is PIER POINT SOUTH, A CONDOMINIUM, sometimes herein called the "Condominium." The street address is 15 AIA South, St. Augustine Beach, Florida 32084.

III. THE LAND - PHASE CONDOMINIUM.

The legal description of the land in Phase One is stated on Exhibit A attached hereto. The legal description of the land in Phase Two is stated on Exhibit B attached hereto. The legal description of the total land to be submitted to condominium ownership when and if both phases are completed is described on Exhibit C attached hereto. A survey of the land in Phase One is annexed hereto and made a part hereof as part of Exhibit "B."

ME 532 MR 144

noted by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, failure, occupancy or damage to a Unit or its appurtenances, or of the Common Element or Limited Common Element.

B. Costs and Attorney's Fees.

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

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operation and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association against each owner of a Unit and his Unit shall be the percentage of the total assessments to be made against all owners of Units and their Units as set forth in the Schedule annexed hereto and made a part hereof as Exhibit "B." Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association,

77 532 145

shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time of Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board.

C. Annual Budget.

The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the Budget to a Unit owner shall, however, not affect the liability of such owner for such assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained in a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units. The amount to be reserved shall be computed by means of a formula which is based upon a estimated life and estimated replacement cost of each reserve item; provided, however, that no such reserve or a reserve less adequate than required by Section 11-112.1(a) of the Condominium Act

77: 532 PM 149

payable for the Unit and its undivided interest in Common Elements, subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authority against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement. The Association shall be entitled to charge a reasonable fee as a condition of issuing any such statement not to exceed in any event \$50.00 per request, or the maximum amount then permitted by applicable law.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit is payable for payment of such delinquent assessment.

the above Two Interests and amount thereof, if any. However, developer shall not be liable to pay any amount by which common expenses for said period exceed the Developer's Guarantees and the Developer's above Two Guarantees, in the case may be, as provided in Section D and E of this Article.

XIX. REGISTRY OF OWNERS AND MORTGAGES.

The Association shall at all times maintain a Register of the names and addresses of the owners and mortgagees of all Units.

Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with a copy of the recorded deed by which such transferor acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice the Association shall register in its records all pertinent information pertaining to the same.

XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Except as the right is herein reserved to Developer, neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. The Developer shall have the specific right, without the vote or consent of the Association or Unit owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Unit; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; (iv) expand, alter, add to or eliminate all or any part of the recreational facilities which are included within the Common Elements; and (v) reappportion among the Developer-owned

77 532 no 153

Units so affected by such change in size or number their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements the Developer may relocate and alter Common Elements adjacent to or affected by such Units, provided that such relocation or alteration does not materially adversely affect the market value (in the Developer's opinion) or ordinary use of Units owned by Unit Owners other than Developer. Any amendments to this Declaration required by actions taken pursuant to this Section A may be effected by the Developer alone. Without limiting the generality of Article XI, the provisions of this Section A may not be amended, added to, or deleted without the prior written consent of the Developer.

B. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration or improvement or addition to a Unit, or to any limited Common Element to which the owner has an exclusive right of use, or to any Common Element, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or railing wall, or all cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material; or (4) affix to or cover any exterior door or window, or otherwise install on the exterior, of any Unit or railing, any store or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the

EXHIBIT M

ME 532 MR 249

10

DECLARATION OF CONDOMINIUM
PIER POINT SOUTH, A CONDOMINIUM

STATEMENT REGARDING SUBSTANTIAL
COMPLETION OF CONSTRUCTION

As of March 26, 1962, the construction of the improvements which will ultimately comprise Pier Point South, A Condominium, have not been substantially completed. This statement is made pursuant to Section 718.104(4)(c), Florida Statutes (1961).

PIER POINT SOUTH, a general
partnership

PIER POINT SOUTH, INC., a
general partner

By: *[Signature]*
Its President

Attest: *[Signature]*
Its Secretary

(Corporate Seal)

PIER POINT PROPERTIES, INC.,
a general partner

By: *[Signature]*
Its President

Attest: *[Signature]*
Its Secretary

(Corporate Seal)

RECEIVED
PUBLIC RECORDS
SECTION

MAR 26 PM 9 34

City of Miami

82 4122

532 MAR 250

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PIER POINT SOUTH, A CONDOMINIUM, TO
ADD PHASE TWO

THIS AMENDMENT ("Amendment") TO DECLARATION OF CONDOMINIUM OF PIER POINT SOUTH, A CONDOMINIUM (the "Declaration") TO ADD PHASE TWO, made this 25th day of March, 1982, by PIER POINT SOUTH, a Florida general partnership consisting of Pier Point South, Inc., a Florida corporation, and Pier Point Properties, Inc., a Florida corporation, as its general partners ("Developer").

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of the recordation of the Declaration (the "Act"), Developer has established Pier Point South, A Condominium (the "Condominium"), according to the Declaration thereof recorded in Official Records Book 532, Page 104, of the Public Records of St. Johns County, Florida; and

WHEREAS, the Condominium is a "phase condominium" as contemplated by Section 718.463 of the Act and as set forth in Article X of the Declaration; and

WHEREAS, the recorded Declaration submitted "Phase One" to condominium ownership as the initial phase of the Condominium; and also provided for possible submission to condominium ownership of "Phase Two" (as those terms are defined in the Declaration); and

WHEREAS, Developer desires to add Phase Two as part of the Condominium; and

NOW, THEREFORE, Developer, as the owner in fee simple of the "Phase Two Land", as hereinafter defined, hereby states and declares:

1. All terms used herein shall have their meaning as defined in the Declaration.

2. The real property, more particularly described on Exhibit C to the Declaration (which is attached hereto and made a part hereof as Exhibit A) (the "Phase Two Land"), is hereby submitted to condominium ownership and added as a part of the Condominium. The Phase Two Land, together with all improvements now or hereinafter made thereon and all appurtenances thereto, as set forth on the survey, Site Plan and Graphic Description of Improvements for Phase Two which is attached

See Instrument 82-4122-10
MICHAEL L. BROWN
7800 International Square
Jacksonville, Florida 32212
Buyer & Return to Seller

CONSENT TO MORTGAGE

532 265

Barnett Bank of Jacksonville National Association,
a national banking corporation, being the holder of that cer-
tain mortgage, dated August 1, 1961, and recorded August 14,
1961, in Official Records Book 4, Page 157 of the Public
Records of St. Johns County, Florida, hereby consents to the
filing of the Amendment to Declaration of Pier Point South, A
Condominium, to add those 15 units in accordance with the appli-
cable provisions of Section 161.04, Florida Statutes (1961).

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF JACKSONVILLE,
NATIONAL ASSOCIATION

E. L. ...

BY *[Signature]*
Vice President
(Official Seal)

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged to me this
25th day of March, 1962, by *[Signature]*
Vice President of BARNETT BANK OF JACKSONVILLE, NATIONAL
ASSOCIATION, a national banking corporation, on behalf of
said corporation.

RECORDED
ST. JOHNS COUNTY FLA

632 MAR 26 AM 3 24

Col. ...
CLERK OF COURT

Notary Public, State of Florida
My Comm. Expires April 2, 1963

(Official Seal)

82 4640

5
REV 533 MAR 405

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PIER POINT SOUTH, A CONDOMINIUM, TO ADD CERTIFICATE
OF SURVEYOR AS TO BUILDINGS 3 AND 4

THIS AMENDMENT, ("Amendment") to Declaration of Condominium of Pier Point South (the "Declaration") to Add Certificate of Surveyor as to Buildings 3 and 4, made this 5th day of April, 1982, by PIER POINT SOUTH, a Florida general partnership ("Developer"), by and through James J. Smith, Inc., a Florida corporation, by and through James J. Smith, Inc. and James J. Smith, Inc. its President and its Secretary as general partner.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of the recording of the Declaration (the "Act"), Developer has established Pier Point South, A Condominium (the "Condominium"), according to the Declaration thereof recorded March 26, 1982, in Official Records Book 532, Page 109, and the Amendment to Declaration of Condominium to Add Phase Two, recorded March 26, 1982, in Official Records Book 532, Page 250 of the public records of St. Johns County, Florida; and

WHEREAS, the Declaration as recorded contains as Exhibit "M" a statement that, as of the date of recording, the construction of the improvements comprising the Condominium had not been substantially completed; and

WHEREAS, under Section 718.104(e), Florida Statutes, a certificate of a Surveyor certifying that buildings in the Condominium and all planned improvements and common element facilities serving such building(s) are substantially completed must be recorded in the public records of St. Johns County before units in said building(s) can be conveyed; and

WHEREAS, attached hereto and by reference made a part hereof is a Certificate of Surveyor certifying that buildings 3 and 4 of the Condominium and all planned improvements and common element facilities serving buildings 3 and 4 are substantially completed;

NOW, THEREFORE, Developer hereby declares:

NY 533 MR 409

Three and Four, and all common element facilities serving Buildings Three and Four as described in the Declaration of Condominium and the various Exhibits thereto,

have been substantially completed so that the Exhibits above described, together with the provisions of the Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the above described improvements and so that the identification, location, and dimensions of the common elements and of each unit in Buildings Three and Four can be determined from the Declaration of Condominium and the various Exhibits thereto.

[Signature]
Surveyor

Certification of
Registration No. 814
State of Florida

STATE OF FLORIDA)
) ss.:
COUNTY OF ..)

The foregoing instrument was acknowledged before me
this day of , 1982.

Notary Public, State of Florida,
at large.

My commission expires:

NOTARY PUBLIC
EXPIRES - 5 PM 11/01
Carl "Zed" Muhl
610 W. BAYVIEW

82 5368

535 206

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PIER POINT SOUTH, A CONDOMINIUM, TO ADD CERTIFICATE
OF SURVEYOR AS TO BUILDINGS 1, 2 AND 5

THIS AMENDMENT, ("Amendment") to Declaration of Condominium of Pier Point South (the "Declaration") to Add Certificate of Surveyor as to Buildings 1, 2 and 5, made this 13th day of April, 1982, by PIER POINT SOUTH, a Florida general partnership ("Developer"), by and through PIER POINT SOUTH, INC., a Florida corporation, by and through Samuel Easton and Patricia Roth its President and its Secretary as general partner.

WHEREAS pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of the recording of the Declaration (the "Act"), Developer has established Pier Point South, A Condominium (the "Condominium"), according to the Declaration thereof recorded March 26, 1982, in Official Records Book 532, Page 109, the Amendment to Declaration of Condominium to Add Phase Two, recorded March 26, 1982, and the Amendment to Declaration of Condominium to Add Certificate of Surveyor as to Buildings 1 and 4 recorded April 5, 1982 in Official Records Book 533, Page 405, of the public records of St. Johns County, Florida; and

WHEREAS, the Declaration as recorded contains as Exhibit "H" a statement that, as of the date of recording, the construction of the improvements comprising the Condominium had not been substantially completed; and

WHEREAS, under Section 718.104(e), Florida Statutes, a Certificate of a Surveyor certifying that buildings in the Condominium and all planned improvements and common element facilities serving such building(s) are substantially completed must be recorded in the public records of St. Johns County before units in said building(s) can be conveyed; and

WHEREAS, attached hereto and by reference made a part hereof is a Certificate of Surveyor certifying that Buildings 1, 2 and 5 are substantially completed;

NOW, THEREFORE, Developer hereby declares:

1. This document is a
2. This document is a
3. This document is a
4. This document is a
5. This document is a

77: 535-209

have been substantially completed so that the Exhibits above described, together with the provisions of the Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the above described improvements and so that the identification, location, and dimensions of the common elements and of each unit in Buildings Five, One and Two can be determined from the Declaration of Condominium and the various Exhibits thereto.

James H. Davis
Surveyor
Certification of
Registration No. 894
State of Florida

STATE OF FLORIDA)
) ss.:
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me
this 16th day of April, 1982.

James M. Davis
Notary Public, State of Florida
at Large.
My commission expires: 5-14-85

ARTICLES OF AMENDMENT TO THE BYLAWS OF

PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "Corporation", pursuant to an Annual Meeting of the Board of Directors of the Corporation held on December 14, 1991, amends the Bylaws of the Corporation, as follows:

Amendment to BYLAWS Article I, Section E

The fiscal year of the Association shall be the first day of January through the last day of December.

Amendment to BYLAWS Article III, Section A

The Annual Meeting of the Members shall be held...on the second Saturday in December...

Amendment to BYLAWS Article VI, Section F

No Board Member may accept any benefit or gift in any amount offered to them as a result of their position on the Board.

IN WITNESS WHEREOF, Pier Point South Condominium Association, Inc., a Florida corporation, has caused these presents to be executed by its proper officers, who are hereunto duly authorized, and its corporate seal to be affixed this 23 day of December, 1991.

Signed, sealed and delivered
in the presence of:

Witness

CHAR WEISZ

Witness

Pier Point South Condominium
Association, Inc.

BY:

Chris Burras
President

ATTEST:

Eleanor Rossano
Secretary

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF FLORIDA
COUNTY OF St. Johns

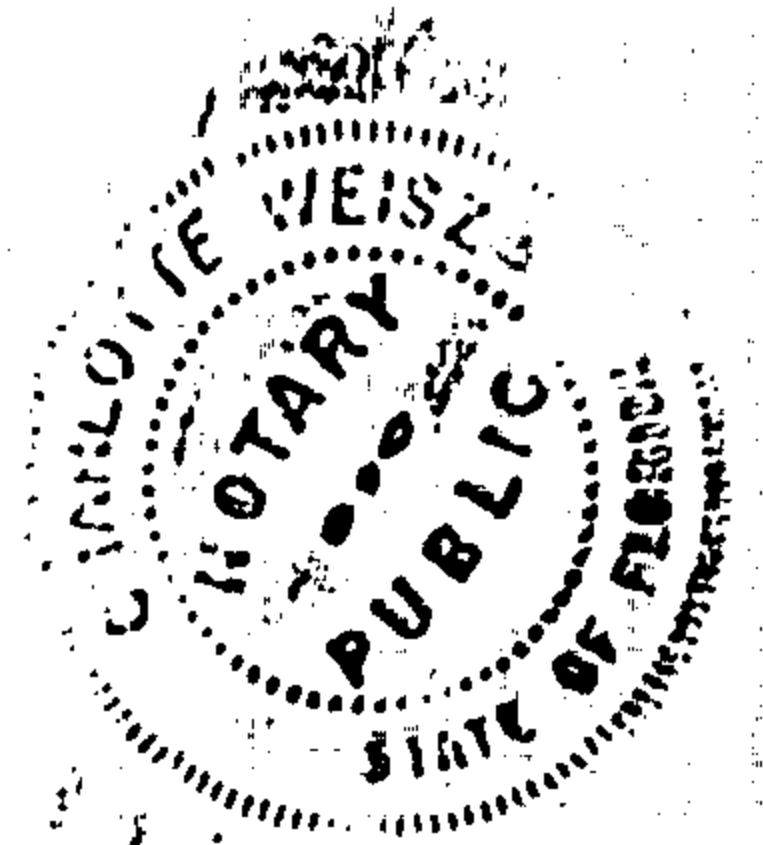
Before me personally appeared Chris Burras and Eleanor Rossano, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as x President x Secretary of the above named Pier Point South, a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 23 day of December, A.D. 1991.

Charlotte Weisz
Notary Public CHARLOTTE WEISZ
State of Florida

My commission expires

Notary Public
State of Florida at Large
My Commission Expires:
April 20, 1993



FILED AND RECORDED
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

91 DEC 26 PM 12:32

B. J. "Bud" Munk
CLERK OF CIRCUIT COURT

Recorded 3 19.50
Stamps 00
Recorded in Public Records St. Johns County, FL
Clerk # 93020579 O.R. 1001 PG 19 07:48AM 07-12-93
Recording 17.00 Surcharge 2.50 Doc Stamp 0.70

EASEMENT FOR CABLE TELEVISION SERVICE

THIS EASEMENT DEED is made and delivered the 21st day of APRIL, 1993 by PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as GRANTOR), a Florida corporation, doing business at 2170 Highway A-1-A South, St. Augustine Beach, Florida 32086, to CABLEVISION INDUSTRIES LIMITED PARTNERSHIP (hereinafter referred to as GRANTEE), a Florida limited partnership, having its principal place of business at 1 Cablevision Center, Liberty, New York 12754.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the legally constituted condominium association representing, pursuant to Chapter 718, Florida Statutes, the lawful owners of the following described land situated in St. Johns County, Florida,

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS, bargains and sells to GRANTEE, its agents, successors and assigns, a perpetual non-exclusive easement and private right-of-way forever upon, under, over and across the common elements of the above-described property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating and upgrading GRANTEE's cable television facilities (including, without limitation, wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities. This easement and private right-of-way shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall be construed as a covenant running with the land.

GRANTOR hereby covenants with GRANTEE that GRANTOR is the legally constituted entity which has authority, pursuant to Chapter 718, Florida Statutes, to represent the lawful owners of this land; that GRANTOR has good right and legal authority to sell and convey the described interest in land; and that this conveyance complies with GRANTOR's articles of incorporation and by-laws and the applicable Declaration of Condominium, as recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed this easement deed in its name and has affixed its seal hereto, by its proper offi-

31K - Nelson, Hesse, Cyril, Smith etc. Attorneys At Law
2070 Ringling Boulevard
Sarasota, FL 34237
17.250
Doc .70

cers, duly authorized to do so, before the undersigned witnesses,
on the date first written above.

Signed, sealed and delivered
in the presence of:

James L. Smith
Witness

JAMES L. SMITH
Print witness name

Charlotte Weisz
Witness

CHARLOTTE WEISZ
Print witness name

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation.

By: Evelyn Anderson
EVELYN ANDERSON

As: President

P.O. Box 86
Pomona Park, Florida 32181

{ CORPORATE SEAL }

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
21ST day of APRIL, 1993 by EVELYN ANDERSON, as Presi-
dent of PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida
corporation, on behalf of the corporation, who is personally
known to me or who has produced _____ as
identification and who did not take an oath.

AFFIX NOTARIAL SEAL:

Charlotte Weisz
Signature

CHARLOTTE WEISZ
Print name

NOTARY PUBLIC

Notary Public
State of Florida at Large
My Commission Expires:
April 20, 1993

Serial number (if any)

THIS INSTRUMENT PREPARED WITHOUT TITLE EXAMINATION BY:

Omer Causey, Esq.
NELSON HESSE CYRIL SMITH WIDMAN
HERB CAUSEY & DOOLEY
2070 Ringling Boulevard
Sarasota, Florida 34237
813-366-7550

EXHIBIT 1

Legal Description

The property referred to in the attached BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT is legally described as follows:

PARCEL I All of that part of the South 237 feet, more or less, of Government Lot 1 of Section 34, Township 7 South, Range 30 East, situate, lying and being Easterly of St. Augustine Beach Road (State Road A1A) as said road is now located and constructed over, upon and across said Government Lot 1, (said land being further, or also, described as all of Government Lot 1 of Section 34, Township 7 South, Range 30, situate East of State Road A1A as now located and South of those certain lands deeded by Model Land Company to County of St. Johns, April 5, 1938, recorded in Deed Book 76, page 301 of St. Johns County Records), excepting and reserving therefrom, a strip of land 20 feet by 125 feet in the Northeast corner thereof, conveyed by the Model Land Company to the County of St. Johns, State of Florida, by public records of St. Johns County, Florida, for boardwalk purposes, and also excepting therefrom the following parcel: Commencing at the intersection of the North line of said Government Lot 1 with the East right of way line of State Road No. A1A, said road being 100 feet in width; thence South 01° 12' West, on said East right of way line, 1,087 feet to the point of beginning at the Northwest corner of the herein described parcel of land on the North line of the South 237 feet more or less of said Government Lot 1; thence North 89° 15' East, on said North line of the South 237 feet more or less of Government Lot 1, a distance of 150 feet; thence South 01° 12' West 100 feet; thence South 89° 15' West 150 feet; thence North 01° 12' East, on said East right of way line of road, 100 feet to the point of beginning.

PARCEL II Lots U, V, 142 and 143 of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, according to map recorded on Map Book 2, Page 50, of the public records of St. Johns County, Florida.

PARCEL III All land situate, lying and being between the Atlantic Ocean on the East; and the East line of Lots U and V and the East line of the South 237 feet of Government Lot 1, Section 34, Township 7 South, Range 30 East, on the West, and lying, situate and being between the South line of said Lot U of said Atlantic Beach Subdivision extended in a straight line Easterly to the Atlantic Ocean, and the South line of the 20 foot by 125 foot strip of land described in Deed Book 76, page 303 of the public records of St. Johns County, Florida, extended Easterly to the Atlantic Ocean.

PARCEL IV Lots 144, 145, 146, 147 and 148, Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, except any portion thereof lying within the right of way of State Road A1A, as presently established. ALSO all that part of the right of way of the St. Johns Electric Company, shown on map of Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, bounded North by the North line of Government Lot 6 aforesaid, East by the West line of Lot 143 of Atlantic Beach Subdivision, South by the North line of 16th Street, and west by the East line of Lot 144 of Atlantic Beach Subdivision.

Together with and subject to:

All right, title and interest, if any, of the public to use as a public beach or recreational area any part of the above-described property lying between the waters of the Atlantic Ocean abutting said property and the most inland of any of the following:

- (a) the natural line of vegetation;
- (b) the most extreme high water mark;
- (c) the bulkhead line;
- (d) any other line which has been or hereafter may be legally established as relating to public use.

Pier Point South
390 A1A Beach Blvd.
St. Aug. Fl., 32084

Re. 571

Recorded in Public Records St. Johns County, FL
Clerk # 94005430 O.R. 1037 PG 1226 01:25PM 02-15-94
Recording 9.00 Surcharge 1.50

ARTICLES OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "Corporation", pursuant to an Annual Meeting of the Board of Directors of the Corporation held on December 11, 1993, amends the Declaration of the Corporation, as follows:

1. ARTICLE XV, SECTION A.

Except as a restricted home office, which shall be subject to all requirements imposed by the St. Augustine Beach Zoning Code; Section 7.02.01.

2. ARTICLE XIV, SECTION A.

(1) Total Destruction of the Buildings: The Condominium shall be terminated, unless the owners of the Units to which at least (75%) percent of the Common Elements are appurtenant agree in writing, within 180 ~~60~~ days after the date of destruction,...

IN WITNESS WHEREOF, Pier Point South Condominium Association, Inc., a Florida corporation, has caused these presents to be executed by its proper officers, who are hereunto duly authorized, and its corporate seal to be affixed this 22nd day of January, 1994.

Signed, sealed and delivered
in the presence of:

Pier Point South Condominium
Association, Inc. (SEAL)

Nancy X. McGrath
Witness

BY: Bob Walker
Bob Walker
President

Budlyn Anderson
Witness

ATTEST: Bill McGrath
Bill McGrath
Secretary

ACKNOWLEDGEMENT FOR CORPORATION

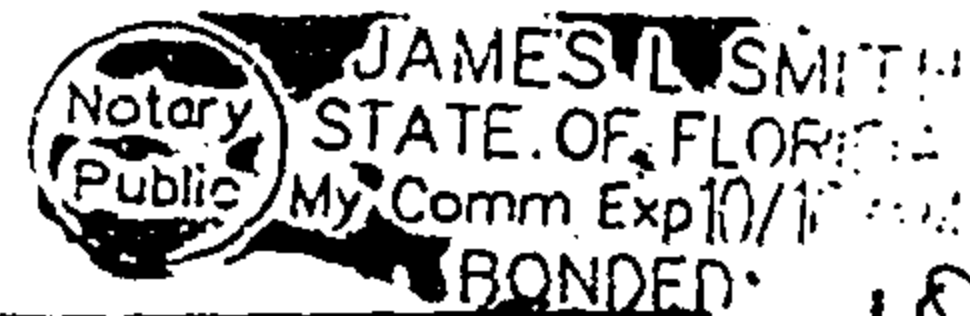
STATE OF FLORIDA

COUNTY OF ST. JOHNS

Before me personally appeared BOB WALKER and BILL McGRATH, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as X President X Secretary of the above named PIER POINT SOUTH, a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official sea, this 22ND day of JANUARY, A.D. 1994.

James S. Smith
Notary Public
State of Florida



My commission expires _____

10/16/94

ORDER OF THE ST. AUGUSTINE BEACH
COMPREHENSIVE PLANNING AND ZONING BOARD

RE: PIER POINT SOUTH CONDOMINIUM
390 ALA BEACH BOULEVARD
St Aug FL 32084
FILE NUMBER: 95-004

ORDER GRANTING VARIANCE

The above referenced applicant requested a VARIANCE per Section 6.01.01 of the Land Development Regulations to rebuild with the density requirements as when Pier Point South Condominiums were originally permitted on a parcel of land in government lots 1 & 6 section 34, township 7 south, range 30 east, St. Johns County, Florida and between said government lots 1 & 6 and the Atlantic Ocean, St. Augustine Beach, FL. On APRIL 18TH, 1995, the matter came before the Comprehensive Planning and Zoning Board for public hearing.

FINDINGS

Having considered the application and supporting documents, the Staff report dated APRIL 18TH, 1995, correspondence to the Board and statements from the applicant and other persons speaking at the hearing, the Board makes the following findings of fact:

- (1) This matter has been fully considered after public hearing pursuant to legal notice duly published as required by law and the Land Development Regulations.
- (2) There are no material disputed facts.
- (3) The request is not inconsistent with the Comprehensive Plan.
- (4) The Variance request meets each of the seven requirements of Section 10.02.03 of the Land Development Code
- (5) The Board adopts the findings of facts and conclusions as stated in the application of pages 76 & 77.
- (6) The Variance is for a time frame of twenty (20) years and applicant can reapply after the twenty (20) years has ended.

=====

NOW, THEREFORE, the Board finds the request is not in conflict with the St. Augustine Beach Comprehensive Plan, and hereby grants the VARIANCE FOR A TIME PERIOD OF TWENTY (20) YEARS AND APPLICANT CAN REAPPLY AFTER THE TWENTY (20) YEARS HAS ENDED.

Deed restrictions on the subject property, if any, are not affected by this Order.

Dated this 27th day of April, 1995.

COPY

ST. AUGUSTINE BEACH
COMPREHENSIVE PLANNING AND ZONING BOARD

Walter S. Davis
Walter Davis, Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

27th THE FOREGOING instrument was acknowledged before me this day of April, 1995, by WALTER DAVIS, and who is personally known to me.

Leona J. Tomlinson
Signature of Notary LEONA J. TOMLINSON
My Commission Expires
April 1, 1997
Commission No. CG 274287

My Commission Expires:

THIS ORDER IS SUBJECT TO APPEAL PER THE PROVISIONS OF SECTION 12.06.02 OF THE ST. AUGUSTINE BEACH LAND DEVELOPMENT REGULATIONS.

SECTION 12.06.02 - "A developer, an adversely affected party, or any person who appeared orally or in writing before the comprehensive planning and zoning board and asserted a position on the merits in a capacity other than as a disinterested witness, may appeal the decision on a development plan, variance, conditional use permit for a home occupation, or an appeal under section 12.06.01 reached at the conclusion of an administrative hearing to the city commission by filing a notice of appeal with the Department within thirty (30) days of the date of the decision."

8816

Recorded in Public Records St. Johns County, FL
Clerk# 97002844 O.R. 1219 PG 1093 07:21AM 01/27/1997
Recording \$17.00 Surcharge \$2.50 LICENSE AGREEMENT

THIS License Agreement is made and entered into this 6 day of December 1996,
by and between Mohammad Reza Anvari, as Trustee ("Licensor") and Pier Point South
Condominium Association, Inc., a Florida not for profit corporation ("Licensee")

WITNESSETH

THAT FOR and in consideration of the sum of Ten (\$10.00) Dollars paid by the
Licensee, the receipt of which is hereby acknowledged, Licensor does hereby grant to the
Licensee, its successors and assigns, a non exclusive license to encroach upon and
maintain a five (5') foot, wood fence over and across the following described real property
located in St. Johns County, Florida, to wit:

The Southeast corner of that certain parcel of real property described on
Exhibit "A" attached hereto, and which portion of the property is
southeasterly of the fence line as depicted on the diagram of the property
attached hereto as Exhibit "B".

THIS License shall be terminable by the Licensor at any time by serving notice on
the Licensee. The recording of an Affidavit by the Licensor, or his successor in title or
interest to the Property described on Exhibit A, stating the License has been terminated
shall be conclusive evidence of such termination. Licensee shall have the duty to maintain
the fencing and the property subject to this License in good condition and repair.

IN WITNESS WHEREOF, the Licensor and Licensee have hereunto set their
hands and seals the day and year first written, to evidence their

Robert Vidus
ROBERT VIDUS

By: Mohammad Reza Anvari
Mohammad Reza Anvari, as Trustee

J. Elaine Williamson
J. Elaine Williamson

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.

Linda L. May
LINDA L. MAY

By: W. H. Sharp
W. H. SHARP, President

William C. May
WILLIAM C. MAY

Inst Ret: Paul H. Freeman

STATE OF FLORIDA
COUNTY OF Duval

O.R. 1219 PG 1094

EXECUTION OF the foregoing instrument was acknowledged before me this 11
day of DECEMBER, 1996, by Mohammad Reza Anvari, who is personally known to me or who
has produced sufficient evidence of identification (described below) and who did take an
oath.

Description of identification produced: FLA DRIVERS LICENSE 50294 012344

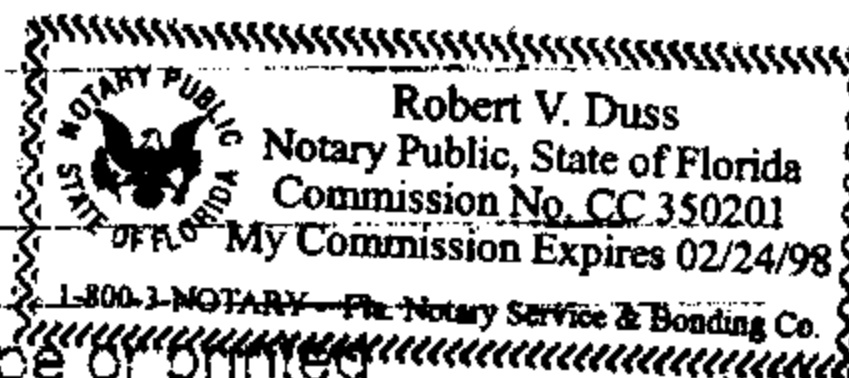
Robert V. Duss
NOTARY PUBLIC - SIGNATURE ABOVE

NOTARY NAME: ROBERT V. DUSS
(Affix Notary Seal)

COMMISSION NO.:

COMMISSION EXP. DATE:

Notary Name/Commission No./Exp. Date - type or printed



STATE OF FLORIDA
COUNTY OF Duval

EXECUTION OF the foregoing instrument was acknowledged before me this 6
day of December, 1996, by W. H. SHARP, the President of Pier Point South
Condominium Association, Inc. who is personally known to me or who has produced
sufficient evidence of identification (described below) and who did take an oath.

Description of identification produced: Known to me

Phyllis M. Stanton
NOTARY PUBLIC - SIGNATURE ABOVE

NOTARY NAME: Phyllis M. Stanton
(Affix Notary Seal)

COMMISSION NO.:

COMMISSION EXP. DATE:

Notary Name/Commission No./Exp. Date - type or printed



PHYLLIS M. STANTON
MY COMMISSION # CC269793 EXPIRES
April 28, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

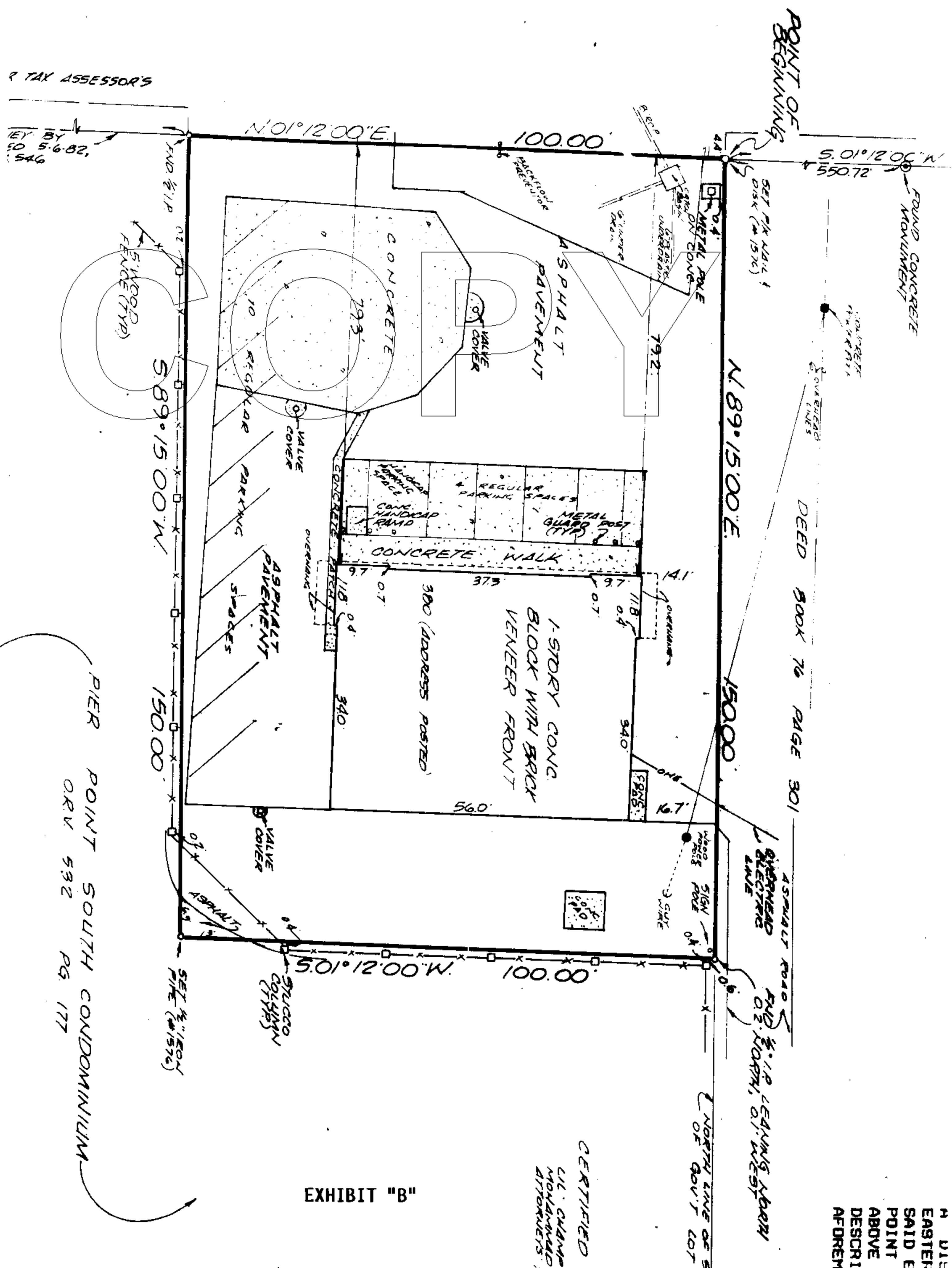
A parcel of land in Government Lot 1, Section 34, Township 7 South, Range 30 East, St. Augustine Beach, St. Johns County, Florida, more fully described as follows:

COMMENCING at the intersection of the North line of said Government Lot 1 with the East right of way line of State Road No. 1A, said road being 100 feet in width; thence South 01 degrees 12 minutes West, on said East right of way line, 1,087 feet to the point of beginning at the Northwest corner of the herein described parcel of land on the North line of the South 237 feet, more or less, of said Government Lot 1; thence North 89 degrees 15 minutes East, on said North line of the South 237 feet, more or less, of Government Lot 1, a distance of 150 feet; thence South 01 degrees 12 minutes West 100 feet; thence South 89 degrees 15 minutes West 150 feet; thence North 01 degrees 12 minutes East, on said East right of way line of road, 100 feet to the point of beginning.

EXHIBIT
"A"

CERTIFIED
LIL CHAMP
MOLANMAD
ATTORNEYS

PIER POINT SOUTH CONDOMINIUM-
ORV 532 PG 177



Public Records of
St. Johns County, FL
Clerk# 99052770

O.R. 1453 PG 1567
10:47AM 11/09/1999
REC \$49.00 SUR \$6.50

13
4202
Return to: 7

Time Warner Cable
C/o Bob Brady
200 N. 3rd Street
Palatka, FL 32177
904-328-4205

COPY
RECORDING

**BULK CABLE TELEVISION SERVICE AND EASEMENT
AGREEMENT**

ATTACHMENT

PIER POINT SOUTH CONDOMINIUM
390 A1A BEACH BLVD.
ST. AUGUSTINE, FL 32084

LEGAL DISCRIPTION

PIER POINT SOUTH CONDO (PT OF
OR532/109) UNIT 1 OR1403/1643

BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT is made and effective on Oct 2, 1999 by **PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC.** ("ASSOCIATION"), a Florida corporation, whose post office address is ³⁹⁰~~2170~~ ^{BENCH BLVD.} A-1-A South, St. Augustine, Florida 32804 and **CABLEVISION INDUSTRIES LIMITED PARTNERSHIP** ("TIME WARNER CABLE"), a Delaware limited partnership, whose post office address is 2200 N. Ponce de Leon Blvd., Suite 2, St. Augustine, Florida 32084.

IN CONSIDERATION of the terms hereof, and for other good and valuable consideration received, the parties agree as follows:

Section 1. Warranty of Authority. ASSOCIATION represents and warrants that it is the duly constituted legal entity which, pursuant to the provisions of Chapter 718, Florida Statutes, represents the individual owners of the condominium units known as **PIER POINT SOUTH** (the "Property"), as described in the Declaration of Condominium thereof, recorded in O.R. Book 532, Pages 113, of the Public Records of St. Johns County, Florida attached hereto as Exhibit 2 and has the authority to make and bind itself and the unit owners it represents to this Agreement and to convey and enforce the easement to be granted to TIME WARNER CABLE hereunder. ASSOCIATION hereby indemnifies and holds TIME WARNER CABLE harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of ASSOCIATION's representations herein.

Section 2. Exclusive Right to Serve; Duration of Agreement.

2.1 ASSOCIATION hereby grants to TIME WARNER CABLE the exclusive right to install, construct, operate, maintain, repair, upgrade, replace and remove a cable communications system (the "System"), and to market and deliver the services of the System (the "Services") on the Property. This Agreement shall be effective as of the date first set forth above and shall be for a term of not less than six (6) years.

2.1.1 The term "System" means all lines, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, facilities and equipment installed on the Property by TIME WARNER CABLE or its agents which are necessary or desirable in its opinion to make the Services available to the residents on the Property.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services.

2.2 ASSOCIATION, for the duration of this Agreement, agrees not to seek out or solicit any alternate provider of cable communications services; provided, however, that during the final six (6) months of this Agreement or the final six (6) months of any renewal of it ASSOCIATION shall have the right to seek out or solicit an alternate provider of services to commence such services upon expiration of this Agreement or any renewal of it. TIME WARNER CABLE shall be entitled to enforce these covenants by action for injunction, in addition to its other remedies. Nothing herein shall preclude residents of the Property from receiving commercial network over-the-air television made available to the general public without charge by commercial broadcast networks or their affiliates.

2.3 In the event of an extension of this Agreement, TIME WARNER CABLE shall be entitled to continue making rate adjustments on an annual basis as set forth herein for the extended term.

Section 3. Perpetual Non-Exclusive Easement. ASSOCIATION shall contemporaneously herewith grant to TIME WARNER CABLE, its successor and assigns, an irrevocable, perpetual, non-exclusive easement upon, under, over, through and across all portions of the Property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, upgrading, removing and marketing the System and the Services thereof. TIME WARNER CABLE shall have free access to the Property for all business purposes. Said easement shall be in the form attached hereto as Exhibit 2, shall be deemed to be a covenant running with the land, shall be binding upon all parties hereto, their successors and assigns, and shall survive termination of this Agreement.

Section 4. Installation, Maintenance and Operation of System; Property Damage.

4.1 TIME WARNER CABLE shall be responsible for the installation, maintenance and operation of the System and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or modifications of the System shall be performed only by TIME WARNER CABLE or its authorized agents. Pre-wiring of cable outlets within each residential unit is not included in TIME WARNER CABLE's installation obligation. ASSOCIATION shall inform TIME WARNER CABLE of the location of all underground utilities and other facilities on the Property upon request.

4.2 If TIME WARNER CABLE, or its authorized agents, damages the Property during the course of its performance of this Agreement, then it shall repair any such damage and shall restore any areas of damage to as nearly the condition which existed prior to the damage as practicable. If ASSOCIATION, or its agents or contractors damage or destroy the System, then TIME WARNER CABLE will repair or restore the System at the sole cost and expense of ASSOCIATION, with such costs and expenses being due and payable to TIME WARNER CABLE within thirty (30) days after written demand by TIME WARNER CABLE. The terms of this Section 4.2 shall survive termination of this Agreement.

4.3 TIME WARNER CABLE shall conduct all activities on the Property during regular business hours, except in case of emergency or interruption of service, and shall make reasonable efforts to minimize any disturbance to residents.

4.4 TIME WARNER CABLE represents and warrants that it has, and at all times throughout the term of this Agreement shall maintain, in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

Section 5. Ownership of System.

5.1 TIME WARNER CABLE shall be and remain the sole and exclusive owner of the System, no part of which shall be deemed a fixture or which shall become a part of the Property. During the term of this Agreement or at any time after its termination, TIME WARNER CABLE shall have the option to remove any or all of its System and access to the Property for that purpose.

5.2 TIME WARNER CABLE shall have the option to lease the System, or any part thereof, to ASSOCIATION or another provider of services to the Property when TIME WARNER CABLE no longer has the right through an extended, new or renewed contract, or by operation of law, to provide any services to the residents of the Property. Such lease shall be at fair market value, taking into consideration the condition of the System and the value to the lessee in avoiding the need to install a new system, and shall contain such other terms as are mutually agreeable to the parties.

5.3 As an alternative to leasing or abandoning the System, TIME WARNER CABLE shall have the right to enter into individual subscription agreements with residents on the Property at any time following the expiration of this Agreement.

5.4 The terms of this Section 5 shall survive expiration or termination of this Agreement.

Section 6. Programming Services and Charges.

6.1 Subject to ASSOCIATION's full and timely payment of the bulk cable television and communication service fees provided herein, TIME WARNER CABLE shall make available to two (2) pre-wired cable outlets in each of the residential units on the Property the Programming Services set forth in Exhibit #3, or the available substantial equivalent thereof, as such services may be changed by TIME WARNER CABLE from time to time. TIME WARNER CABLE is not obligated to provide converters under this Agreement.

6.2 ASSOCIATION shall be billed and shall pay TIME WARNER CABLE monthly in advance a fee of Fourteen and 10/100 Dollars (\$14.10) per unit for each of the sixty-four (64) residential units located on the Property, plus applicable sales taxes and franchise fees, for the Programming Services. All bills shall be due when rendered and if not paid within twenty-five (25) days thereafter shall be subject to late charges of the lesser of one and one-half percent (1.5%) per month or the highest permissible interest rate chargeable under Florida law; provided, however, that the minimum late charge shall be Five Dollars (\$5.00).

6.3 The above-stated bulk rate will remain effective for twenty-four (24) months and then shall be subject to annual increases of not more than ten percent (10%) of the rate in effect for the prior year, excluding sales taxes and franchise fees.

6.4 TIME WARNER CABLE shall have the right to enter into separate subscription agreements with any residents for other programming or cable communications services or products such as remote control devices, converters or VCR connections; ASSOCIATION shall not be responsible for any fees resulting therefrom. Service calls made by TIME WARNER CABLE at the request of an individual subscriber for service not related to any malfunction of TIME WARNER CABLE's System shall be billed to the individual subscriber in accordance with TIME WARNER CABLE's franchise rates.

6.5 If additional programming services beyond those set forth in Exhibit 3 hereafter become available to TIME WARNER CABLE, TIME WARNER CABLE will make those services available to ASSOCIATION, provided that the parties are able to agree on the additional charges to be paid. Any such agreement shall be in writing and executed by the parties.

Section 7. Default and Remedies. If any party shall continue to be in breach of this Agreement for thirty (30) days after written notice thereof, then, without further notice, the other party may pursue any and all rights and remedies available to it, whether at law or in equity. In addition, TIME WARNER CABLE shall have the right to terminate this Agreement for ASSOCIATION's failure to timely pay the programming service charges set forth in Section 6. All rights, privileges and remedies of the parties are cumulative, and the exercise of any one shall not be a waiver of any other. Any party may waive any provision, breach or default of this Agreement, but no waiver shall be valid unless written and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of similar nature. If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

Section 8. Force Majeure. No party to this Agreement shall be in breach or liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond that party's control.

Section 9. Notices. All notices or communications between the parties shall be in writing and be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 10. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 11. Controlling Law; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 12. Integration; Modification; Assignability; Further Assurances. This document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be assignable upon ninety (90) days prior written notice. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange.

0R1453P61572

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation.

[Signature]
Witness

NORA K. ROWSEY
Print witness name

[Signature]
Witness

CHAR WEISZ
Print witness name

By: Alley

As: President

390 A-1-A Beach Blvd.
St. Augustine
Florida 32084

STATE OF FLORIDA

COUNTY OF ST JOHN

The foregoing instrument was acknowledged before me this 2nd day of October, 1999 by William Alley, as BOARD PRESIDENT of **PIER POINT SOUTH CONDOMINIUM ASSOCIATION**, a Florida corporation, on behalf of the corporation, who is [] personally known to me or who has [] produced _____ as identification.

CC513274
Serial number

Nov 30 1999
Commission expiration date

[Signature]
Signature

NORA K. ROWSEY
Print name

AFFIX SEAL:



NORA K ROWSEY
My Commission CC513274
Expires Nov. 30, 1999

OR1453PG1573

CABLEVISION INDUSTRIES LIMITED
PARTNERSHIP managed by TIME WARNER
ENTERTAINMENT ADVANCE / NEWHOUSE
PARTNERHSIP,

a Delaware limited partnership.

David Saldaña
Witness

By: Walter Nesbit
Walter Nesbit

As: Regional Vice President

929 N. Spring Garden Avenue – Suite 145
Deland
Florida 32720

David Saldaña
Print witness name
Al Bury
Witness
AL BURY
Print witness name

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 14th day of October, 1999 by Walter Nesbit, as Regional Vice President of CABLEVISION INDUSTRIES LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership, who is personally known to me.

#CC 672431
Serial number
8/17/2001
Commission expiration date

Jody L. Mulroney
Signature
Jody L. Mulroney
Print name

AFFIX SEAL:



"OFFICIAL SEAL"
Jody L. Mulroney
My Commission Expires 8/17/2001
Commission #CC 672431

EASEMENT FOR CABLE TELEVISION SERVICE

THIS EASEMENT DEED is made and delivered the 21st day of APRIL, 1993 by PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as GRANTOR), a Florida corporation, doing business at 2170 Highway A-1-A South, St. Augustine Beach, Florida 32086, to CABLEVISION INDUSTRIES LIMITED PARTNERSHIP (hereinafter referred to as GRANTEE), a Florida limited partnership, having its principal place of business at 1 Cablevision Center, Liberty, New York 12754.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the legally constituted condominium association representing, pursuant to Chapter 718, Florida Statutes, the lawful owners of the following described land situated in St. Johns County, Florida.

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS, bargains and sells to GRANTEE, its agents, successors and assigns, a perpetual non-exclusive easement and private right-of-way forever upon, under, over and across the common elements of the above-described property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating and upgrading GRANTEE's cable television facilities (including, without limitation, wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities. This easement and private right-of-way shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall be construed as a covenant running with the land.

GRANTOR hereby covenants with GRANTEE that GRANTOR is the legally constituted entity which has authority, pursuant to Chapter 718, Florida Statutes, to represent the lawful owners of this land; that GRANTOR has good right and legal authority to sell and convey the described interest in land; and that this conveyance complies with GRANTOR's articles of incorporation and by-laws and the applicable Declaration of Condominium, as recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed this easement deed in its name and has affixed its seal hereto, by its proper offi-

0R1453PG1575

PARCEL IV Lots 144, 145, 146, 147 and 148, Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, except any portion thereof lying within the right of way of State Road A1A, as presently established. ALSO all that part of the right of way of the St. Johns Electric Company, shown on map of Atlantic Beach Subdivision, in Government Lot 6, Section 34, Township 7 South, Range 30 East, bounded North by the North line of Government Lot 6 aforesaid, East by the West line of Lot 143 of Atlantic Beach Subdivision, South by the North line of 16th Street, and west by the East line of Lot 144 of Atlantic Beach Subdivision.

Together with and subject to:

All right, title and interest, if any, of the public to use as a public beach or recreational area any part of the above-described property lying between the waters of the Atlantic Ocean abutting said property and the most inland of any of the following:

- (a) the natural line of vegetation;
- (b) the most extreme high water mark;
- (c) the bulkhead line;
- (d) any other line which has been or hereafter may be legally established as relating to public use.

0R1453PG1576

EXHIBIT 2

EASEMENT FOR CABLE TELEVISION SERVICE

COPY

EXHIBIT 1

Legal Description

The property referred to in the attached BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT is legally described as follows:

PARCEL I All of that part of the South 237 feet, more or less, of Government Lot 1 of Section 34, Township 7 South, Range 30 East, situate, lying and being Easterly of St. Augustine Beach Road (State Road A1A) as said road is now located and constructed over, upon and across said Government Lot 1, (said land being further, or also, described as all of Government Lot 1 of Section 34, Township 7 South, Range 30, situate East of State Road A1A as now located and South of those certain lands deeded by Model Land Company to County of St. Johns, April 5, 1938, recorded in Deed Book 76, page 301 of St. Johns County Records), excepting and reserving therefrom, a strip of land 20 feet by 125 feet in the Northeast corner thereof, conveyed by the Model Land Company to the County of St. Johns, State of Florida, by public records of St. Johns County, Florida, for boardwalk purposes, and also excepting therefrom the following parcel: Commencing at the intersection of the North line of said Government Lot 1 with the East right of way line of State Road No. A1A, said road being 100 feet in width; thence South 01° 12' West, on said East right of way line, 1,087 feet to the point of beginning at the Northwest corner of the herein described parcel of land on the North line of the South 237 feet more or less of said Government Lot 1; thence North 89° 15' East, on said North line of the South 237 feet more or less of Government Lot 1, a distance of 150 feet; thence South 01° 12' West 100 feet; thence South 89° 15' West 150 feet; thence North 01° 12' East, on said East right of way line of road, 100 feet to the point of beginning.

PARCEL II Lots U, V, 142 and 143 of Atlantic Beach Subdivision of Anastasia Methodist Assembly Grounds, according to map recorded on Map Book 2, Page 50, of the public records of St. Johns County, Florida.

PARCEL III All land situate, lying and being between the Atlantic Ocean on the East; and the East line of Lots U and V and the East line of the South 237 feet of Government Lot 1, Section 34, Township 7 South, Range 30 East, on the West, and lying, situate and being between the South line of said Lot U of said Atlantic Beach Subdivision extended in a straight line Easterly to the Atlantic Ocean, and the South line of the 20 foot by 125 foot strip of land described in Deed Book 76, page 303 of the public records of St. Johns County, Florida, extended Easterly to the Atlantic Ocean.

0R1453P61578

cers, duly authorized to do so, before the undersigned witnesses,
on the date first written above.

Signed, sealed and delivered
in the presence of:

James L. Smith
Witness

JAMES L. SMITH
Print witness name

Charlotte Weisz
Witness

CHARLOTTE WEISZ
Print witness name

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.,
a Florida corporation.

By: Evelyn Anderson
EVELYN ANDERSON

As: President

P.O. Box 86
Pomona Park, Florida 32181

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
21ST day of APRIL, 1993 by EVELYN ANDERSON, as Presi-
dent of PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida
corporation, on behalf of the corporation, who is personally
known to me or who has produced _____ as
identification and who did not take an oath.

AFFIX NOTARIAL SEAL:

Charlotte Weisz
Signature

CHARLOTTE WEISZ
Print name

NOTARY PUBLIC

Notary Public
State of Florida at Large
My Commission Expires:
April 30, 1993

Serial number (if any)

THIS INSTRUMENT PREPARED WITHOUT TITLE EXAMINATION BY:

Omer Causey, Esq.
NELSON HESSE CYRIL SMITH WIDMAN
HERB CAUSEY & DOOLEY
2070 Ringling Boulevard
Sarasota, Florida 34237
813-366-7550

EXHIBIT 2
PROGRAMMING SERVICES
CHANNEL LINEUP

2	QVC	B
3	Government Access	B
4	WJXT (CBS) Jacksonville (4)	B
5	WJXX(ABC) Jacksonville (25)	B
6	WJWB(WB) Jacksonville (17)	B
7	WJCT(PBS) Jacksonville (7)	B
8	WJEB(TBN) Jacksonville (59)	B
9	C-SPAN	B
10	WTEV (UPN) Jacksonville (47)	B
11	WUFT (PBS) Gainesville (5)	B
12	WTLV (NBC) Jacksonville (12)	B
13	WAWS (IND) Jacksonville (30)	B
14	ESPN	S
15	PAX TV	S
16	Home Shopping Network	S
17	The Family Channel	S
19	TV Guide Channel	B
20	The Weather Channel	S
21	The Nashville Network	S
23	WGN (WB) Chicago (9)	B
24	VH-1	S
25	CNN	S
26	Headline News	S
27	FOX News	S
28	Lifetime	S
29	A & E	S
30	CNBC	S
31	The Learning Channel	S
32	TBS	S
33	BET	S
34	Nickelodeon	S
35	Sunshine Network	S
36	Discovery Channel	S
37	TNT	S
38	Cartoon Network	S
39	EWTN	S
40	American Movie Classics	S
41	Court TV	S
42	Sci-Fi Channel	S
43	Home & Garden Television	S
44	MSNBC	S
45	ESPN2	S
46	The History Channel	S
47	E! Entertainment TV	S
48	The Travel Channel	S
49	MTV	S
50	Univision	S
51	C-SPAN2	S
52	Sports Channel	S
53	Leased Access	S
54	Animal Planet	S
55	St. Johns River Community College	S
56	Educational Access	S
57	Bravo	S
58	ESPNEWS	S
59	Turner Classics Movies	S
60	Food Network	S
72	Game Show Network (6am-9:30pm)	S
73	USA Network	S
74	Movieplex	S

B= Broadcast Basic Service

***Channel line-up subject to change from time to time.**

BEACH STORM DAMAGE REDUCTION EASEMENT

2
④

THIS INSTRUMENT, made and entered this 22nd day of Febr., 2000, between PIER POINT SOUTH CONDOMINIUM ASSOCIATION INC., a Florida corporation, whose address is 390 A1A Beach Boulevard, St. Augustine, Florida 32084, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of a tract of land situated in St. Johns County, State of Florida, and described as follows, to wit:

SCHEDULE "A" attached hereto, incorporated by reference and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations the, receipt of which is acknowledged, the Grantor grants to the Grantee, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land hereinabove described for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate and replace a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the St. Johns County Shore Protection Project, together with the right of public use only on the portion of the Grantor's land hereinabove described; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to remove from said land debris and obstructions within the limits of the easement reserving however, to the Grantor, his/her heirs, successors and assigns, the right to construct dune overwalk structures in accordance with any applicable federal, state or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the County, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Grantor, his/her heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence on the date the United States Army Corps of Engineers ("Corps") or St. Johns County ("County") awards the contract for the construction of the St. Johns County Shore Protection Project and shall terminate fifty (50) years after the date of completion of the first construction of the project. In the event the Corps or the County fails to award the contract for construction of the St. Johns County Shore Protection Project on or before December 31, 2005, this easement shall automatically terminate and be cancelled of record.

IN WITNESS WHEREOF, Grantor, has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered in the presence of:

PIER POINT SOUTH
CONDOMINIUM ASSOCIATION,
INC.

[Signature]
Witness: MGR.

[Signature]
Witness: SEC.

X By: William Alley
Title: PRES.

Laurie C. Bradlock
Witness: Laurie C. Bradlock

Debbie Taylor
Witness: Debbie Taylor

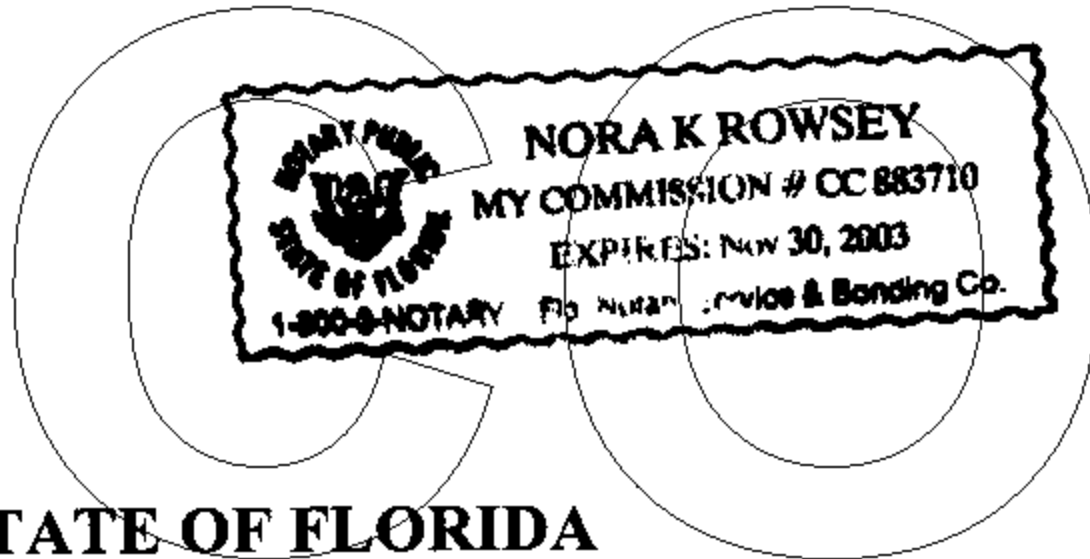
ST. JOHNS COUNTY, FLORIDA

By: Ben W. Adams, Jr.
Ben W. Adams, Jr.
County Administrator

0R1623PG1263

STATE OF Florida
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of Mar, 2000,
by Wm. Alley as PRESIDENT of Pier Point South Condominium
Association, Inc.. He/She is personally known to me or has produced
as identification.



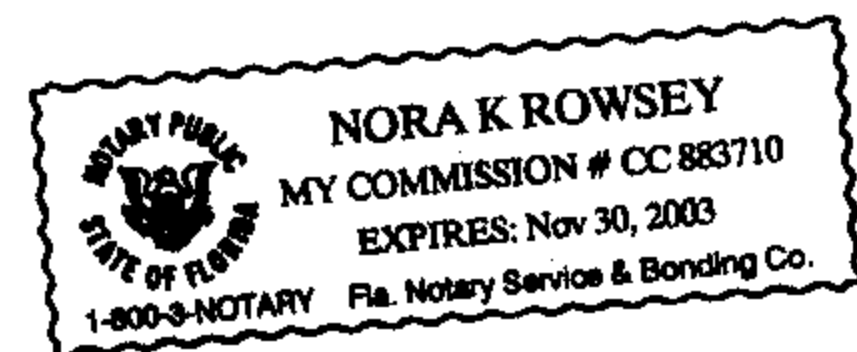
Nora K Rowsey
Notary Public

My Commission Expires: Nov. 30, 2003

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of Mar, 2000,
by Ben W. Adams, Jr., County Administrator of St. Johns County Florida, on behalf of the County.
He is personally known to me.

Nora K Rowsey
Notary Public
My Commission Expires: Nov. 30, 2003



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
1st day of May, 2000, by Ben W. Adams, Jr., County Administrator
of St. Johns County, Florida, on behalf of the County. He is personally
known to me.



Laurie C. Braddock
Commission # CC 928860
Expires April 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Laurie C. Braddock
Notary Public
My Commission Expires: 4-17-04

SCHEDULE A

0R1623PG1264

All of that land which lies seaward of the plus 9.85 foot contour on the seaward side of the dune, as measured vertically from the National Geodetic Vertical Datum, of the land lying within the following parcel of real property:

Pier Point South Condominium with common areas according to the Declaration of Condominium recorded in Official Records Book 532, page 109, of the public records of St. Johns County, Florida.

COPY

9

CERTIFICATE OF AMENDMENTS

TO

DECLARATION OF CONDOMINIUM

OF

PIER POINT SOUTH, a CONDOMINIUM

COPY

THE UNDERSIGNED officers of PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain PIER POINT SOUTH, A CONDOMINIUM, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 532, Page 109, et. seq., as amended, Public Records of St. Johns County, Florida, hereby certify and confirm that the amendments to the Declaration of Condominium set forth below were as approved by not less than sixty-six and two-thirds (66-2/3rds) percent of the Association membership present, in person or by proxy, at the annual membership meeting held December 9, 2006. The undersigned hereby certify and confirm that this amendment was proposed and adopted in accordance with the condominium documents and applicable law.

Additions indicated by underlining
Deletions indicated by strike-through
Unaffected, omitted, language indicated by ...

~~MADE this 25 day of March, 1982, by PIER POINT SOUTH, a Florida general partnership, consisting of Pier Point South, Inc., a Florida corporation, and Pier Point Properties, Inc., a Florida corporation as its sole general partners, its successors and assigns (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations.~~

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer ~~hereby~~ submitteds to condominium ownership and use the land described on Exhibit A ~~attached hereto~~, the improvements ~~now and hereafter~~ situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1979, as amended to the date hereof (the "Condominium Act"). ~~This is a phase condominium as contemplated by Section 718.403 of the Condominium Act. The Phase Plan for creation of two phases is set forth in Article X hereof.~~

...

III. THE LAND – PHASE CONDOMINIUM.

~~The legal description of the land in Phase One is stated on Exhibit A attached hereto. The legal description of the land in Phase Two is stated on Exhibit B attached hereto. The legal description of the total land to be submitted to condominium ownership when and if both Phases are completed is described on Exhibit C attached hereto. A survey of the Land in Phase One is annexed hereto and made a part hereof as part of Exhibit "D."~~

This Instrument Prepared By
C. JOHN CHRISTENSEN, ESQ.
Becker & Poliakoff, P.A.
2500 Maitland Center Parkway, Suite 209
Maitland, FL 32751

R
ENV

...

IV. DESCRIPTION OF CONDOMINIUM COMMON ELEMENT OFFICE SPACE
PROPERTY IN PHASE ONE.

~~Annexed hereto and made a part hereof as Exhibit E is a graphic description of the improvements in Phase One in which forty (40) residential units will be located. An identification of each "Unit" (as defined in the Condominium Act and herein) by number is annexed hereto and made a part hereof, as Exhibit "F." A site plan of the improvements is annexed and made a part hereof as Exhibit "G." The construction of the improvements on the Land is not substantially complete, however, at the time the improvements or a portion thereof are substantially complete, Developer shall cause this Declaration to include a Certificate of Surveyor authorized to practice in this state which provides that the construction of the improvements or certain Units to be conveyed are substantially complete so that the materials in Exhibits "D", "E", "F", and "G", together with the provisions of the Declaration describing the Condominium Property is an accurate representation of the location and dimensions of such improvements and that the identification, location and dimensions of the Common Elements and of each Unit or Units to be conveyed can be determined from these materials. The improvements in Phase One are further described as:~~

(1) Buildings in Phase One.

~~The improvements in Phase One shall include three 3-story buildings (such buildings and the two buildings described in Article X for Phase Two are herein called "Buildings"). Each Building shall contain the following number of units:~~

Building No.	Units
1	13
2	15
3	12

~~The three Buildings in Phase One will contain forty (40) residential Condominium Units. In addition, An office space of 510 square feet designated "Office" on the Site Plan attached as Exhibit "G" in Building 1 is reserved as part of the Common Elements for use by the Association, including by any manager or others employed or retained by the Association.~~

(2) Other Improvements in Phase One.

~~In addition to the Buildings situated thereon, the Land also includes improvements, consisting of the outside automobile parking areas, driveways, walks, landscaping, swimming pool and deck areas, mailboxes, and all underground structures and improvements which are not part of or located within the Buildings, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.~~

...

X. NO TIME-SHARE ESTATES PLAN FOR PHASE DEVELOPMENT.

A. ~~Developer is developing the Land according to a plan of development ("Phase Plan") as a phase condominium as provided for by Section 718.403 of the Act and as set forth in this Article X. The Land description on Exhibit "A" attached hereto and improvements now or hereafter constructed thereon, as described on the Site Plan attached hereto as Exhibit "G", constitute the initial phase of the Condominium ("Phase One"). Developer contemplates that the parcel of land described on Exhibit "B" attached hereto and improvements now or hereafter constructed thereon, as described on the Site Plan attached hereto as Exhibit "G", will constitute the second and final phase of the Condominium (hereinafter referred to as "Phase Two"). Developer anticipates that Phase Two will be added to and become a part of this Condominium by an amendment ("Amendment") to this Declaration. The Amendment shall be executed by Developer alone as provided in Section 718.403(6) of the Act and shall be recorded amongst the Public Records of St. Johns County, Florida. Attached to the Amendment shall be a survey, site~~

~~plan and graphic description of the improvements for Phase Two ("Phase Two") to which there shall be attached a certificate prepared and signed in accordance with Section 718.104(4)(c) of the Act. If and when Phase Two is submitted to condominium ownership by amendment to this Declaration, the Condominium Property shall be enlarged and expanded so as to encompass and include the land and the improvements in Phase Two including the Units, the Common Elements, the Limited Common Elements therein, and all easements and rights appurtenant thereto which are intended for use in Phase Two.~~

~~The description of the improvements in Phase Two, including an identification of each Unit therein by number and constituting a graphic description of the Buildings in which said Units are located is annexed hereto and made a part hereof as Exhibit "F". In the event of the recordation of the "Amendment" referred to in this Article, Phase Two shall become part of this Condominium. The improvements included for Phase Two, which shall be more particularly described on the Phase Two survey to be filed with the Amendment, shall include two 3-story residential Buildings ("Buildings"), "Buildings 4 and 5," respectively, which shall contain in addition to the Common Elements therein, 24 units each of which shall be identified and designated by a two-digit Arabic number with no Unit bearing the same designation as any other Unit. Developer presently contemplates that the general size of the Units in Phase Two, if and when the Amendment is filed, will be substantially the same as the Units in Phase One shown on Exhibit "F" attached hereto. A site plan and a survey of the Phase Two Land are attached hereto as portions of Exhibits "G" and "D", respectively. There will be no additional recreation areas and facilities or office space included within Phase Two. Developer does not intend to provide any additional items of personal property for use on or in connection with Common Elements in Phase Two. Additional parking spaces shall be provided in Phase Two as shown on Exhibit "G" attached hereto. If Phase Two is not added as part of the Condominium, said parking spaces shall not become part of the Condominium.~~

~~B. The latest date of completion of Phase Two is February 28, 1985. Completion of Phase Two will increase the number of Units in the Condominium. Each Unit in the Condominium shall have one vote in the Association. Each Unit Owner shall own that proportion of the Association which is equal to the percentage interest in Common Elements set forth in Exhibit "H", attributable to each owner's Unit if and when Phase Two is added to the Condominium.~~

~~C. Developer reserves the absolute right, in its sole discretion, to decide whether or not to implement the Phase Plan by adding Phase Two to the Condominium. In the event that Developer decides not to add Phase Two, notice of such decision shall be given to all Unit owners and there shall be filed on the Public Records of St. Johns County, Florida, a statement that Developer has terminated the Phase Plan ("Phase Termination Statement"), which statement shall set forth each Phase then submitted to condominium ownership and the total number of Units in the Condominium. The effect of filing the Phase Termination Statement shall be that any portion of the Land not submitted to condominium ownership pursuant to the Phase Plan as of the filing of the Phase Termination Statement shall no longer become part of the Condominium. Any notice required by the provisions of this subparagraph C shall be by certified mail addressed to each Unit owner at the address of his Unit or at his last known address as set forth on the books of the Association.~~

~~D. Notwithstanding anything contained in this Declaration to the contrary, no portion of Phase Two shall be affected or encumbered by this Declaration unless and until Phase Two is added by the recording of the Amendment.~~

~~E. No time-share estates will be created with respect to Units in any Phase of the Condominium.~~

~~XI. AMENDMENT OF DECLARATION.~~

~~Except for the Amendment described in Article X above and except for amendments which Developer is authorized and/or obligated elsewhere herein to make and Except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:~~

...

F. ~~Amendment by Developer.~~

~~Notwithstanding any provision to the contrary set forth in Article XI or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add any surveyors certificate(s) as described in Article IV and to add Phase Two by Amendment described in Article X above entitled "Plan for Phase Development" without the consent or joinder of any Unit owner or mortgagee of any unit, or any other person.~~

...

XV. USE RESTRICTIONS.

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

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. ~~Except for a Unit or Units owned by Developer described in Section A of Article XX below, No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.~~

...

G. ~~Provisio~~

~~Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property and the display of signs; and further provided, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium, to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not, and thereafter to administer such plan for voluntarily participating unit owners on such terms as Developer may decide.~~

Pets. Each Unit Owner (regardless of the number of Owners) may allow no more than two (2) household pets in a Unit, each of which household pet may not exceed thirty (30) pounds, and provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. 'Household Pets' is defined to mean cats and dogs; provided that, nothing contained herein shall prohibit the keeping of fish in an aquarium or hamsters/gerbils or a bird in a cage, in addition to household pets as defined, as long as they do not become a source of annoyance. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, as determined by the Board of Directors of the Association. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be permanently kept on a Common Element or on a Limited Common Element. Other than fish in an aquarium or hamsters/gerbils or a bird in a cage, no reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Any Unit Owner, or approved Lessee or other resident, duly authorized to keep a pet, who keeps any pet upon any portion of the properties shall be deemed to have indemnified and agreed to hold the Association and each owner, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Property. All pets shall be registered and inoculated as required by law. The restrictions of this section shall not apply to a domestic pet trained to assist a sight or hearing impaired or disabled unit owner or occupant, such a "seeing-eye dog", provided the owner of such pet registers the same with the Board, and furnishes reasonable evidence of the existence of the disability or the impairment of the pet owner, and the training and certification of the pet. Without limiting the generality of this Section, violation of the provisions of this Section

shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners or occupants (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner or approved lessee is permitted to keep any pet.

XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any owner ~~other than Developer~~ shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

...

XVIII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

...

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the "Default Rate" defined below until the same and all interest due thereon, has been paid in full. The "Default Rate" shall be ten percent (10%) per annum or such higher rate as the Board may establish from time to time but not to exceed the maximum rate then permitted by applicable law. In addition to the above stated interest, the Association may charge an administrative late fee, in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time), on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

...

~~G. Phase One Interim Assessments.~~

~~Attached hereto and made a part hereof as Exhibit K is a schedule of the Annual Assessments ("Interim Assessments") for the period commencing with the date of recording of this Declaration on the Public Records of St. Johns County, Florida, and ending upon the earlier to occur of the following: (i) the first anniversary of the date on which this Declaration is recorded on the Public Records of St. Johns County, Florida, or (ii) the recording of the "Amendment" set forth in Article X hereof on the Public Records of St. Johns County, Florida, or (iii) the date of the "Majority Election Event" as that term is defined in the Bylaws ("Phase One Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the Bylaws. Developer guarantees ("Developer's Guarantee") that during the Phase One Interim Assessment Period, the Interim Assessments shall not be increased and Developer shall pay all Common Expenses not paid by Interim Assessments assessed against Unit Owners in Phase One other than Developer. No Interim Assessments shall be made against Units owned by Developer in Phase One. Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Act. Upon termination of the Phase One Interim Assessment Period, Developer's Guarantee shall terminate and thereafter Assessments against Units in Phase One shall be determined as provided in this Article XVIII~~

and the Bylaws. ~~Developer shall pay any such Assessments for any of the Units in Phase One owned by Developer from and after termination of the Phase One Interim Assessment Period, except that Developer shall be excused from such assessments during the Phase Two Interim Assessment Period, if any, as provided in Section P, below.~~

~~P. Phase Two Interim Assessments.~~

~~If and when Phase Two is added by the Amendment, as set forth in Article X hereof, the Assessment charges for Common Expenses ("Phase Two Interim Assessments") for Units in Phases One and Two shall be as set forth on Exhibit "L", which is attached hereto and made a part hereof. The Phase Two Interim Assessments shall be in effect, if at all, for the period commencing with the date of recording of the Amendment on the Public Records of St. Johns County, Florida, and ending upon the earlier to occur of the following: (1) the first anniversary of the date on which the Amendment is recorded on the Public Records of St. Johns County, Florida, or (ii) the date of the Majority Election Event (the "Phase Two Interim Assessment Period"). The Phase Two Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the Bylaws. Developer guarantees ("Developer's Phase Two Guarantee") that during the Phase Two Interim Assessment Period, the Phase Two Interim Assessments shall not be increased and Developer shall pay all Common Expenses not paid by Phase Two Interim Assessments assessed against Unit Owners in Phase One and Phase Two other than Developer. No Phase Two Interim Assessments shall be made against Units owned by Developer in Phase One and Phase Two. Developer's Phase Two Guarantee is made in accordance with Section 718.116(8)(b) of the Act. Upon termination of the Phase Two Interim Assessment Period, Developer's Phase Two Guarantee shall terminate and thereafter Assessments against Units in Phase one and Phase Two shall be determined as provided in this Article XVIII and the Bylaws. Developer shall pay any such Assessments for any of the Units in Phase One and Phase Two owned by Developer from and after termination of the Phase Two Interim Assessment Period.~~

~~Q. Developer's Liability for Assessments.~~

~~The Developer shall be excused from the payment of the share of the Common Expenses relating to Units it is altering for sale during the Phase One Interim Assessment Period and the Phase Two Interim Assessment Period, if any. However, during said periods the Developer must pay any amount by which Common Expenses for said Periods exceed the Developer's Guarantee and the Developer's Phase Two Guarantee, as the case may be, as provided in Sections O and P of this Article.~~

...

~~XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.~~

~~Except as the right is herein reserved to Developer, Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:~~

~~A. The Developer shall have the specific right, without the vote or consent of the Association or Unit owners, to (1) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; (iv) expand, alter, add to or eliminate all or any part of the recreational facilities which are included within the Common Elements; and (v) reapportion among the Developer-owned Units so affected by such change in size or number their appurtenant interests in the Common Elements and shares of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, provided~~

~~further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvement the Developer may relocate and alter Common Elements adjacent to or affected by such Units, provided that such relocation or alteration does not materially adversely affect the market value (in the Developer's opinion) or ordinary use of Units owned by Unit owners other than Developer. Any amendments to this Declaration required by actions taken pursuant to this Section A may be effected by the Developer alone. Without limiting the generality of Article XI, the provisions of this Section A may not be amended, added to, or deleted without the prior written consent of the Developer.~~

B. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution ~~unanimously adopted by the affirmative vote of all members at a duly convened Board meeting~~ thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, or to any Common Element, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or cover any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings, of the same type. The Board shall have the absolute right, with or without cause, to reject any such request. The proposed additions, alterations and improvements by the Unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board, such approval may not be revoked thereafter. A Unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and impose on such owner a special assessment in the amount of the cost of such correction and an administrative charge of 10%. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or Buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or qualifications shall be assessed against and collected from the owners of all Units.

In any litigation or other dispute related to or arising out of this Article XX, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable attorneys' fees.

...

XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

~~So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.~~

XXIV. RIGHTS OF FIRST MORTGAGEES

Any first mortgagee of a Unit who makes a request in writing to the Association for the items provided in this section shall have the following rights.

...

XXIV. MISCELLANEOUS.

...

D. Parties Bound.

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

...

(The remainder of the Declaration is unchanged.)

Executed this 25th day of October 2008.

Signed, sealed and delivered
in the presence of witnesses:

Joanne Gentry
Print JOANNE GENTRY

Sandra Kay Adams
Print Sandra Kay Adams

Luann Allen
Print LUANN ALLEN

Print _____

PIER POINT SOUTH CONDOMINIUM
ASSOCIATION, INC.

By: Harriet Rawl
Print Harriet Rawl

, President

Address 390 A1A/Beach Blvd. #53
St. Augustine Beach, FL 32080

ATTEST:

By: Joanne Gentry
Print JOANNE GENTRY

Secretary

Address 390 A1A Beach Blvd #62
St. Augustine, FL 32080

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

BEFORE ME, the undersigned authority, personally appeared Harriett Rawl and Joanne Dentry, to me personally known to be the President and Secretary, respectively, of PIER POINT SOUTH CONDOMINIUM ASSOCIATION, INC., or having produced N/A as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 25th day of October, 2008

Nora K Rowsey
Notary Public, State of Florida at Large.
Printed Name: NORA K ROWSEY
My commission expires:

ORL_DB: 942202_1

