DECLARATION OF CONDOMINIUM

OF

SALT RUN I CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS THAT:

FLORIDA REAL ESTATE CONCEPTS, a Florida corporation (the "Developer"), hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended (the "Condominium Act"), the land and all improvements now existing thereon and/or hereafter erected thereon all equipment, furnishings, and fixtures now or hereafter located thereon (herein the "Property"), located in St. Johns County, Florida, and more particularly described on Exhibit A attached hereto.

The Property and any additional property added to the condominium by amendment to this Declaration, shall hereafter be known as Salt Run I Condominium and shall be subject to provisions, restrictions, reservations, covenants, and conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, administrators and assigns.

ARTICLE I

DEFINITIONS

1. Association is Salt Run I Condominium Association, Inc., a non-profit Florida corporation organized to administer this condominium. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".

2. Dwelling Unit is a Unit as defined by the Condominium Act, subject to the boundary description in Article II of this Declaration. Unless otherwise stated, the term Unit shall herein mean a Dwelling Unit.

3. Condominium Parcel is a Dwelling Unit in the [illegible] together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the [illegible], [illegible] obligation to bear a portion of the Common Expenses.

4. Owner is the person or entity owning in fee simple a Condominium Parcel.

5. Condominium Property is all of the property subjected to condominium ownership.

6. Common Elements are all of the Condominium Property except the Dwelling Units and shall include but not be limited

(a) All improvements and parts of the Condominium Property not included within a Unit, which do not serve a particular Unit;

(b) Easements through the Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;

(c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of the building;

(d) All utility lines, equipment and installations which serve more than one Unit or the Common Elements;

(e) All parking areas, driveways, sidewalks and entranceways and all other means of egress and ingress to the Condominium Property;

(f) All electrical appliances, apparatus and wiring, plumbing, pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes (except television cables) which are outside of the boundaries of the Units; and

(g) All personal property located on the Property used for the maintenance and operation of the condominium and for the common use and enjoyment of the Owners except personal property owned by Unit Owners.

7. Common Expenses are:

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association and [illegible] carrying out the powers and duties of the Association, including professional fees and expenses.

(b) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

(c) Any valid charge against the Condominium Property as a whole.

8. Common Surplus is all amounts held by the Association in excess of estimated current operating expenses and reserve funds.

9. Board of Directors is the Board of Directors of the Association which shall have the powers and duties specified in the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

10. Garage Units. Each of the nine covered parking spaces numbered G-1 thru G-9 shown on Exhibit A. Only owners of Dwelling Units may own Garage Units.

ARTICLE II

DESCRIPTION OF CONDOMINIUM

The Developer is converting to condominium the twenty-six (26) Dwelling Units and nine (9) Garage Units described in Article IV hereof and in Exhibit A on the land described in Exhibit A. Each Unit will have as an appurtenance thereto the percentage ownership in the Common Elements stated in Article IV.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

3.1 Each Unit together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of the Condominium Documents and other covenants, restrictions and easements of records. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the Condominium Documents. 6

3.2 The boundaries of each Unit shall be determined as follows:

(a) The upper horizontal boundary shall be the lower surface of the unfinished ceiling of the uppermost level of each part of the Unit.

(b) The lower horizontal boundary shall be the plane or upper surface of the unfinished floor of the lowest floor level of each part of the Unit.

(c) The vertical boundaries shall be the interiors of the boundary walls of the unit.

3.3 The boundaries of each Garage Unit shall be vertically from the pavement up to the bottom of the roof supports and horizontally between the vertical planes running from the support columns to the inside of the rear wall of the structure. The roof and exterior walls, as well as all equipment and conduits are Common Elements.

3.4 No unit may be subdivided.

ARTICLE IV

UNITS AND APPURTENANCES

The Units are identified below by number. Each Unit shall include the following as appurtenances, whether or not separately described, which shall pass with that Unit whenever it is conveyed:

4.1 Common Elements, Common Surplus and Common Expenses. Each Condominium Parcel shall include an undivided interest in the Common Elements and the Common Surplus as provided below and shall bear the same proportion of the Common Expenses as its ownership interest in the Common Elements and Common Surplus as follows:

Dwelling Units. Each Dwelling Unit shall own the interest in the Common Elements and the Common Surplus, stated below. The Units initially included in this Condominium are:

COMMON ELEMENTS AND EXPENSES

Dwelling Unit Number	Type	Percentage of Common Elements, Common Surplus and Common Expenses
[illegible]A	2 Bedroom/1-1/2 Bath Townhouse	4.55%
[illegible]	2 Bedroom/1 Bath	4.00%
[illegible]A	1 Bedroom/1 Bath	3.20%
4A	2 Bedroom/1 Bath	4.00%
[illegible]A	2 Bedroom/1 Bath	4.00%
[illegible]A	2 Bedroom/1-1/2 Bath Townhouse	4.55%
7A	2 Bedroom/1 Bath	4.00%
[illegible]A	2 Bedroom/1 Bath	4.00%
[illegible]A	1 Bedroom/1 Bath	3.20%
1[illegible]A	2 Bedroom/1 Bath	4.00%

COMMON ELEMENTS AND EXPENSES

Dwelling Unit Number	Type	Percentage of Common Elements, Common Surplus and Common Expenses
1B	2 Bedroom/1 1/2 Bath Townhouse	4.55%
2B	2 Bedroom/1 Bath	4.00%
3B	1 Bedroom/1 Bath	3.20%
4B	2 Bedroom/1 Bath	4.00%
5B	2 Bedroom/1 Bath	4.00%
6B	2 Bedroom/1 1/2 Bath Townhouse	4.55%
7B	2 Bedroom/1 Bath	4.00%
8B	2 Bedroom/1 Bath	4.00%
9B	1 Bedroom/1 Bath	3.20%
10B	2 Bedroom/1 Bath	4.00%
1C	1 Bedroom/1 Bath	3.20%
2C	1 Bedroom/1 Bath	3.20%
3C	1 Bedroom/1 Bath	3.20%
4C	1 Bedroom/1 Bath	3.20%
5C	1 Bedroom/1 Bath	3.20%
6C	1 Bedroom/1 Bath	3.20%
Garage Unit		
G-1		0.20%
G-2		0.20%
G-3		0.20%
G-4		0.20%
G-5		0.20%
G-6		0.20%
G-7		0.20%
G-8		0.20%
G-9		0.20%
	TOTAL	100.00%

Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof. Interest of Owners in the Common Elements may be altered only by amendment of the Declaration executed by all the Unit Owners. No such change shall materially affect the lien of a [illegible] mortgage without the consent of the mortgagee.

4.2 Townhouses. Each of the [illegible] (1A, 6A, 1B and 6B) shall, subject to the [illegible], have exclusive use of the [illegible] above the townhouse.

4.3 Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an interest in the funds and assets of the Association [illegible] this percentage interest in the Common Elements.

4.4 Voting Rights. Each Owner of a Dwelling Unit shall have a vote in the Association equal to the [illegible]

Unit he owns. There are no voting rights attributable to Garage Units.

4.5 Easements. Each unit shall have as an appurtenance the following easements:

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time.

(b) Easement through all Common Elements for ingress, egress, maintenance, repair and replacement.

(c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements and for other necessary purposes. Such access shall be only during reasonable hours except in case of emergency.

ARTICLE V

DEVELOPER'S UNITS AND PRIVILEGES

5.1 Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer (which term shall include its officers and directors) has the irrevocable power to sell, lease or rent Units to any person. Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common Elements to show Units. A sales and rental office, signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer.

5.2 Assessments Against Owner of Unsold Units.

(a) The Developer shall not be obligated to pay, nor shall [illegible] any assessment against any Unit until a Unit has been [illegible]

(b) The Developer may elect to guarantee to purchasers [illegible] that assessments for Common Expenses during any stated [illegible] shall not exceed a [illegible] dollar amount and that Developer shall pay any Common Expenses in excess of the [illegible] level. [illegible] this guarantee [illegible] provided to purchasers [illegible] Florida law, or may be made by [illegible] separate agreement between the Developer and not less than a majority of Unit Owners other than the Developer. Should the Developer elect to make such a guarantee to Unit Owners, the Developer shall be exempted from liability for Common Expenses attributable to Units owned by the Developer, during the period of the guarantee.

If the Developer elects not to make such a guarantee, then it shall pay the Common Expenses attributable to Units owned by the Developer.

5.3 Right to Change, Divide or Combine Units. The Developer reserves the right to change the interior design and arrangement of, and to divide or combine one or more Units or portions thereof at any time prior to the sale of such Units by the Developer, provided that the share of the Common Elements, Expenses and Surplus applicable to such divided or combined Units shall include all of the shares of ownership interest in the Common Elements and Surplus attributed to the Units affected.

5.4 Easement for Access and Utilities. The Developer expressly reserves a perpetual easement for ingress and egress for all utility installation and maintenance over, across and under all the roadways and parking areas as shown on Exhibit A.

5.5 Developer's Right to Manage. Developer hereby reserves unto itself the right to manage all of the affairs of this Condominium and all of the affairs of the Association including naming all directors and officers of the Association [illegible] the Developer [illegible] the Units in the Condominium. [illegible] directors [illegible] the Association [illegible] permitted [illegible] Florida Statutes.

5.6 Prohibited Actions. So long as the Developer is the owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessments of the Developer as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a uniform increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental.

ARTICLE VI

THE ASSOCIATION

6.1 Duties. The Association shall administer, manage, maintain and repair the Condominium and the Condominium Property (except for the portions of Units to be maintained and repaired by Owners).

6.2 Members and Voting. All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

6.3 Powers. Each Owner shall be entitled to one vote in the Association for each Condominium Parcel owned by him, which shall be exercised only by that Owner or his proxy. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event a Unit is owned by more than one person or by a corporation, trust or other entity, the person entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association and signed by all joint owners of the Unit or by an authorized agent of the corporation, trust or other entity. The Association shall have all of the powers available to a non-profit corporation under the laws of the State of Florida, and the powers created by the Condominium Act, the rights, powers and duties accorded to it by this Declaration.

6.4 Expenses. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

ARTICLE VII

MAINTENANCE, ALTERATION AND REPAIR

The responsibility of the maintenance and repair of the Condominium Property shall be as follows:

7.1 Association. The Association shall maintain, repair and replace:

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building, the outside walls of buildings, floor and ceiling slabs, load bearing walls, and floor slabs of patios, and all fixtures on the exterior.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, except those facilities which are the responsibility of the Owners to maintain, and all facilities contained within a Unit that service parts of the condominium other than Units in which they are contained.

(c) All other items which the Board of Directors of the Association determines shall be maintained, repaired or replaced by the Association in accordance with uniform policies, consistently applied.

The Association shall have access to each Unit during reasonable hours as may be necessary for repair or maintenance of any Common Elements located therein or accessible therefrom and shall have such rights of access in emergencies as are necessary to prevent damage to a Unit or to the Common Elements.

7.2 Owner. The Owner shall:

(a) Maintain, repair and replace all portions of each Unit except the portions to be repaired and replaced by the Association. The areas to be maintained by the Owners shall include but not be limited to:

(i) Heating and air-conditioning equipment within the Unit, and the ducts, pipes, wiring, controls, and other apparatus serving only that Unit, even though located outside the Unit boundary.

(ii) All kitchen and bathroom fixtures, apparatus and equipment.

(iii) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even though located outside the Unit boundary.

(iv) All doors within the Unit including those which open to the Unit from an entranceway or the outside, interior walls and partitions, wall decorations and built-in furniture, windows, and window apparatus and glass, sliding glass doors, screens and screen supports.

(b) Not install any mechanical equipment which causes annoyance to the occupants of other Units.

(c) Not paint or otherwise decorate or change any portion of the exterior of the Unit building.

(d) Promptly report to the Association any defects or need for repairs for which the Association is responsible.

If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this paragraph within ten (10) days after receiving written notice of his failure to do so from the Association, the Association shall have the right to make such repairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have a lien for such expenses upon that Owner's Condominium Parcel.

7.3 Alterations and Improvements. Neither an Owner nor the Association nor any other party (except the Developer as specifically set forth herein) shall make any alteration or additions or removals in the portions of a Unit that are to be maintained by the Association or do anything that will jeopardize the safety or soundness of the building or impair any easements without first obtaining unanimous approval in writing of the Owners and mortgagees of record of all Units in which such work is to be done and of the Board of Directors of the Association. A copy of plans for such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any such work, the cost of which exceeds $5,000.00. Alterations, additions or removals to the Common Elements may be made upon the approval of the Owners of two-thirds (2/3) of the votes in the Association.

7.4 Reconstruction or Repair After Casualty.

(a) Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty or taken by Eminent Domain, the Board of Directors shall determine as to each Unit whether or not it is tenantable after the casualty. If Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found to be tenantable, the damaged property, except the Units and Common Elements completely taken by Eminent Domain, shall be reconstructed or repaired as provided herein. If Units to which less than fifty percent (50%) of the Common Elements are appurtenant are found to be tenantable, the Board of Directors shall:

(i) obtain reliable [illegible] estimates of the [illegible] [illegible]

and the amount of [illegible]

able to pay such [illegible]

(ii) Give all Owners notice of the casualty, specifying the above information, and calling a meeting of Owners to be held within thirty (30) days from the date of the notice.

At the meeting, the Owners shall consider whether to repair or replace the damage or to terminate the Condominium. If Owners of sixty-six and two-thirds percent (66-2/3%) of the votes of the Association vote to repair or replace the damaged property, it shall be repaired or replaced. Otherwise, the Condominium shall be terminated without agreement as provided in Article VIII, Paragraph 1.

(b) Responsibility. The responsibility for reconstruction and repair after casualty, shall be the same as for maintenance and repair of the Condominium Property and the Association shall have the same rights as therein provided (Article VII, Paragraph 2) to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(c) Proceeds. If the damage or taking is to be repaired, the Association shall make available the proceeds of insurance or from Eminent Domain as provided herein to repair or replace the damage. If the proceeds are not sufficient to reconstruct and repair the damaged property, assessments shall be made against the Owners responsible for the repair, in sufficient amounts to provide funds for payment of such costs. Assessments for repair of a particular Unit shall be made against the Owner of that Unit. Assessments for repair of Common Elements shall be made against Owners in proportion to each Owner's share in the Common Elements.

(d) Disbursement of Funds. If the amount of the estimated costs of reconstruction and repair is less than $10,000.00 and does not involve damage to structural parts of a building, the Board of Directors shall disburse funds for repair (insurance proceeds plus assessments) immediately upon their receipt. If the amount is $10,000.00 or more, or involves damage to structural parts of buildings, funds shall be disbursed by the Board of Directors

(i) Only after the Board of Directors has approved the contractor to perform the repair work and the terms of the repair contract;

(ii) Only to the extent that work is, in the judgement of the Board of Directors, satisfactorily completed.

Funds to repair damages for which the individual Owner is responsible shall be disbursed directly to that Owner, unless there is a mortgagee endorsement as to any part of the insurance proceeds in which event such insurance proceeds shall be disbursed jointly to the Owner and the mortgagee. All such disbursements shall be received in trust for use in the repair or replacement of the damaged Unit. All funds to repair damage for which the Association is responsible shall be disbursed directly by the Association for such repairs or replacements.

It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If funds remain after payment of all costs of the reconstruction and repair, they shall be distributed to the beneficial owners, except that distributions of insurance proceeds to Owners whose mortgagees have a mortgage endorsement as to the insurance proceeds shall be made payable jointly to the Owner and the mortgagee.

7.5 Garage Units. Owners of Garage Units shall maintain the interior areas of their Garage Unit. The Association shall maintain the exterior and the roof.

ARTICLE VIII

INSURANCE

The Association shall obtain and maintain policies of insurance covering the Condominium Property and the real property of the Unit Owners. Subject to the following, the Board of Directors shall have discretion in obtaining such policies.

8.1 Casualty Insurance. The Association shall obtain casualty insurance covering all buildings, improvements, and personal property included in the Common Elements in an amount equal to its maximum insurance value, if desirable, with deductible provisions against loss or damage by fire and other hazards covered by standard fire and extended coverage policies and such other risks including, but not limited to, flooding, vandalism and malicious mischief and such other insurance for the Association as is desirable.

8.2 Public Liability Insurance. The Association shall obtain insurance insuring the Association and each owner against liability for accidents occurring on any of the Condominium Property.

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums caused by use of a Unit for purposes other than as a residence, or by misuse, occupancy or abandonment of a Unit shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to Owners or mortgagees.

8.4 Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association and the Unit Owners. The Association shall hold the proceeds it receives in trust, to be distributed as provided herein.

8.5 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lienholder, and for each owner of any other interest in the Condominium Property to adjust all claims affecting the Common Elements arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

8.6 Notice of Actions. If any action shall be brought against the Association which might result in a judgment for an amount greater than the insurance coverage carried by the Association, then the Association shall promptly notify the Unit Owners and they shall have the right to intervene and defend their interest.

ARTICLE IX

COMMON EXPENSES; ASSESSMENTS AND LIENS

9.1 Common Expenses. Each Unit Owner shall pay his portion of the Common Expenses for the Condominium and the Association.

9.2 Budget. The Board of Directors shall approve annual budgets of projected expenses for each fiscal year and assess each Owner for his proportionate share of such expenses; provided, however, that so long as the Developer is in control of the Board, it shall not, without the consent of a majority of Unit Owners, impose an assessment for any year which is greater than one hundred fifteen percent (115%) of the amount for the previous fiscal year.

9.3 Payment. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable to the Association in twelve (12) equal monthly installments in advance unless some other less frequent payment schedule is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Directors may levy special assessments against Unit Owners in proportion to their share of the Common Expenses. In addition, the Board of Directors may assess Owners for certain expenses attributable solely to their Unit. Such assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Directors.

9.4 Liens and Late Charges. Any assessments provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set [illegible] uniformly applied by the Board of Directors and shall entitle the Association to an attorney's fee in the collection thereof. The Association shall have a lien on each Condominium Parcel as provided in Section 718.116, Florida Statutes, and [illegible] thereto for any assessment, interest, late charge, expenses, and attorney's fees provided for in this Declaration. Such liens shall not attach until a notice of lien is recorded in the public records of the County in which the Property is located, and a copy thereof is furnished to the record Owner of the Condominium Parcel. In addition, the Association shall have all other remedies provided by the Condominium Act and other applicable laws for the collection of the above, or the enforcement of its lien. The Board of Directors may require Owners to maintain a minimum balance on deposit with the Association for working capital and other contingent expenses.

ARTICLE X

USE RESTRICTIONS

The Condominium Property shall be used for residential purposes only, subject to the following:

10.1 Lawful Use; Nuisances. All Owners and occupants of Dwelling Units shall comply with all applicable laws, ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property. No nuisances shall be allowed on the Condominium Property, nor any use or practice which annoys or interferes with residents. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall make or permit any use of his Condominium Parcel which will increase the rate of insurance upon the Condominium Property.

10.2 Pets. All pets which are outside of a Unit shall at all times be on leashes and accompanied by their Owner. Pets may be curbed only in designated areas. The size and number of pets may be controlled by rules and regulations adopted by the Association.

10.3 Parking. All parking areas other than Garage Units and all driveways shall be used only for parking and driving.

No boats, trailers, trucks or recreational vehicles may be kept or stored in any such areas without the prior written approval of the Association.

10.4 Rules and Regulations. The Board of Directors shall adopt reasonable rules and regulations for the use of the Condominium Property which may be amended from time to time; provided that the rules and regulations do not conflict with this Declaration or the Bylaws of the Association. The Association shall furnish copies of the rules and regulations to all Owners and residents of the Condominium. The Board of Directors may enforce the regulations by reasonable means including imposing fines which shall become assessments against the Unit Owners. All Owners and residents shall abide by the rules and regulations and Bylaws of the Association. The Board of Directors or its designated agent shall have the right, without a breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the regulations of the Association.

10.5 Signs. No signs, other than those of Developer, shall be displayed from a Unit, or on the Common Elements except those which have advance written approval from the Association.

ARTICLE XI

TRANSFER OF UNITS

To maintain the Condominium as a community of congenial residents, the transfer of all Units, other than those owned by the Association or the Developer, its officers or directors, shall be subject to the following restrictions:

A. DWELLING UNITS

11.1 Transfers Subject to Approval. [illegible] Condominium Parcel or any interest [illegible] limitation [illegible] be subject to [illegible] following:

(a) Transfer of a Condominium Parcel of interest therein by gift without consideration; and

(b) Transfer of a Condominium Parcel of interest therein by devise or intestate succession.

11.2 Notice. An Owner desiring to sell, convey, lease for a period of more than one (1) year, or otherwise transfer his Condominium Parcel (the Transferring Owner) shall first give the Board of Directors written notice of the proposed transfer specifying the name and address of the intended transferee, his business or occupation, financial and character references, the terms of the proposed transfer including copies of contracts providing for the transfer, and such other information as the Board of Directors may reasonably request (all such information is herein called the "Notice").

11.3 Options of Association. The Board of Directors have thirty (30) days from receipt of the Notice to hold a meeting and either approve or disapprove the transfer. If the transfer is approved, the Board shall promptly furnish a certificate of approval to the Transferring Owner and the transaction shall be consummated as stated in the Notice. If the transaction is not so consummated, then the approval shall terminate. If the Board disapproves the transfer, the Association shall have the following options:

(a) If the proposed transfer is a sale, the Association shall either purchase the Transferring Owner's interest in the Parcel upon the same terms as provided in the Notice or assign such right to a third party.

(b) If the proposed transfer is a lease, assignment or transfer other than a sale, the Association may acquire the Transferring Owner's interest on the same terms as stated in the Notice, assign its rights to acquire the Transferring Owner's interest or require that the transfer not be made.

Upon election of its options, the Board of Directors shall give written notice of its election to the Transferring Owner.

If the election is other than that a transfer other than a sale not be made, the transfer to the Association or its assignee shall be closed within thirty (30) days thereafter, or on such later date for closing as may be specified in the Notice, upon the same terms as stated in the Notice. The Board of Directors shall have authority to obtain a mortgage or other financing to make assessments proportionately upon the Owners and to do other acts as may be necessary to close and consummate the transfer of the Condominium Parcel to the Association.

11.4 Failure to Notify. If the Board of directors fails to give the Transferring Owner any notice within thirty (30) days after it receives the Notice, the Transferring Owner may proceed to close the proposed transfer with the named transferee only, at any time within the next ninety (90) days at the price and on the terms stated in the Notice. The Board shall within a reasonable time after the transfer furnish to the transferee a certificate of approval of the transfer which he may record in the public records of the county in which the property is located, at his expense. If the Transferring Owner fails to close the transaction within the ninety (90) day period, upon the terms stated in the Notice, his Condominium Parcel shall again become subject to the Association's right of approval as herein provided.

11.5 Form of Documents; Association Expenses. No Owner shall enter into any contract or other document providing for transfer of any interest in a Unit unless such document specifically provides that the transfer is subject to the rights of the Association contained in this Article, and further provides that the contracting parties shall indemnify the Association against any costs or expenses, including reasonable attorney's fees at trial or upon appeal, incurred by the Association and arising out of such documents, or disputes relating thereto. If any Owner fails to include such provisions in any contract or other document, that Owner shall so indemnify the Association, and the Association shall have a lien upon that Owner's Unit for its costs and expenses, including reasonable attorney's fees at trial or upon appeal.

All deeds, leases or other instruments by which any interest in a Condominium Parcel is transferred in a transaction subject to this Article shall expressly provide that the transferee shall comply with all the rules and regulations of the Association and the terms of this Declaration so long as he owns any interest in the Condominium Parcel, and that he shall not sell, lease or otherwise transfer his interest in the Condominium Parcel without first granting to the Association the same rights as are contained herein.

11.6 Costs. No fees shall be charged in connection with approval or disapproval of any transfer of a Unit, except that an Owner required to give the Notice, may be required to pay the expenses of the Association in obtaining a credit report upon the prospective purchaser. Such expenses for which the Owner is responsible shall not exceed fifty dollars ($50.00).

11.7 Unauthorized Transactions. If any Owner shall attempt to transfer any interest in his Condominium Parcel without complying with the foregoing provisions, the Association shall have all of the remedies provided herein or under the laws of the State of Florida, including without limitation, the right to specific performance of the right of first refusal, and the right to injunctive relief preventing the proposed transfer. The Association shall also have the right to purchase or acquire the transferred interest from the new Owner, upon the same terms and conditions as those by which the new Owner acquired such interest. If the Association elects to exercise this right, it may require the purchaser or lessee to convey his interest in the Condominium Parcel to the Association or its duly selected assignee, upon the terms and conditions herein set forth.

11.8 Exceptions. The foregoing provisions of this Article shall not apply to a transfer to or purchase by a mortgagee of [illegible] acquires its title as the result of foreclosure of a mortgage, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by that mortgagee. In addition, the foregoing provisions shall not require approval of a purchaser who acquires title to a Condominium Parcel at a duly advertised public sale with open bidding which is provided by law, including but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

B. GARAGE UNITS

11.9 Ownership. A Garage Unit may be owned only by a Unit Owner. If a Unit Owner who owns a Garage Unit conveys his Unit (and does not own another Unit) without conveying his Garage Unit, the Association shall require the former Unit Owner to convey the Garage Unit to the Association.

ARTICLE XII

AMENDMENTS TO DECLARATION

The rights of Developer in Article V and any other article in this Declaration affecting the rights of the Developer shall not be subject to amendment without the consent of the Developer, and shall not be subject to the provisions of this Article XII. Article XIII entitled "Termination" may not be amended without the consent of all owners and mortgagees of record. Except as provided in Article II, Paragraph 2, no amendment shall change any Unit or its appurtenant share in the Common Elements unless the Owner and all mortgagees of record shall join in the execution of the amendment. No amendment may change Article VIII entitled "Insurance" nor Article VII, Paragraph 4, entitled "Reconstruction or Repair After Casualty", unless all mortgagees of record shall join in the execution of the amendment.

Subject to the above provisions, this Declaration of Condominium may be amended as follows:

1. Until the election of a majority of the Board of Directors by the Owners, this Declaration may be amended by vote of all of the Board of Directors provided that the amendment does not increase the number of Units nor alter the [illegible] of the Common Elements. In that event, the amendment [illegible] be approved by two-thirds (2/3) of [illegible] of the Owners [illegible] whether the Owners [illegible] a majority of the [illegible]

[illegible]

(21)

2. After the election of a majority of the Board of Directors by the Owners, this Declaration may be amended at a meeting of the members of the Association. Amendments may be proposed by the Board of Directors or by individual members of the Association. Proposals shall be submitted in writing to the President of the Association who, upon receipt, shall call a meeting of the Association to consider the proposed amendment. The meeting shall be held within thirty (30) days after receipt by the President of the proposed amendment. Notice of the meeting specifying the proposed amendment shall be furnished in accordance with the Bylaws of the Association. At the meeting, the proposed amendment shall be adopted if approved by not less than seventy-five percent (75%) of the votes of the entire membership of the association.

After adoption of any amendment pursuant to this Article, the officers of the Association shall execute and record in the public records of the County in which the Property is located, a certificate certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and a copy of the amendment are duly recorded.

ARTICLE XIII

TERMINATION

The Condominium may be terminated in the following ways:

1. Destruction. In the event it is determined pursuant to Article VII, Paragraph 4a, that the Condominium buildings shall not be reconstructed, the Condominium will be thereby terminated without agreement of the Owners and mortgagees of record.

2. Agreement. The Condominium may be terminated by the approval in writing of all of the Owners and mortgagees of record.

3. Termination by Purchase of Dissenting Owner's Units. If members holding a majority of votes in the Association desire termination, they may make a written request to the President of

the Association for a meeting of the members to consider termination. Notice of the meeting shall be furnished as provided in the Bylaws. If the termination is approved at the meeting by a vote of not less than seventy-five percent (75%) of the votes of the Owners, and if the consent of all mortgagees on record is obtained in writing not later than sixty (60) days from the date of the meeting, then the approving Owners shall have an option to buy all (but not less than all) of the Condominium Parcels of the non-approving Owners for the period ending on the sixtieth (60th) day from the date of the meeting. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable.

The above option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Condominium Parcels to be purchased.

(a) A certificate executed by the President and Secretary of the Association certifying that the option to purchase has been exercised as to all Condominium Parcels owned by non-approving Owners. The certificate shall state the names of the Owners exercising the option, the Parcels owned by them and the Parcels being purchased by each of them.

(b) An agreement to purchase upon the terms herein stated, the Condominium Parcel of the Owner receiving the notice, which agreement shall be signed by the purchasing Owner.

The price for each Condominium Parcel purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the items specified above. In the absence of agreement as to price, it shall be determined by arbitration in accordance with Article XIV below, and the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association. If the appraisers cannot reach agreement upon the market value of the Condominium Parcel, then the market value shall be the average of the values reached by the two appraisers. All judgement of specific performance of the purchased based upon the determination of the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid equally by the purchaser and seller. The sale price shall be paid in cash, or upon terms approved by the seller and the Association and the sale shall be closed within twenty (20) days following the determination of the sale price. The closing of the purchase of all the Condominium Parcels subject to the above option shall effect a termination of the Condominium without further act except the filing of a certificate herafter required.

4. Certificate. The termination of the Condominium in any of the foregoing ways shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records.

5. Shares of Owners After Termination. After termination of the Condominium, the Owners shall own the Condominium Property and all assets of the Association, including the right to insure proceeds, if any, as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided shares in Common Elements appurtenant to the Owners' Units prior to the termination. Following termination, any Owner may request distribution to him of his proportionate share in all liquid assets of the Association. The Owners shall not have the right to partition the Property and by their acceptance of this Declaration shall be deemed to have waived such right to partition.

ARTICLE XIV

ARBITRATION

1. When Used. The process of arbitration as herein set forth shall be used to determine the fair market value of a Unit for purposes of sale pursuant to Article XIII and when any controversy arises as to the construction of or compliance with any provision of this Declaration.

2. Procedure. Any party to a controversy subject to arbitration hereunder may institute proceedings upon written notice delivered to the other parties in person or by certified mail, which shall reasonably identify the subject of controversy. Within fifteen (15) days from receipt of such notice, each party shall name and appoint one arbitrator. If any party fails to appoint an arbitrator within the above period, the party having made his appointment shall appoint a second arbitrator. The two appointed arbitrators shall then appoint a third. Upon their failure to appoint a third arbitrator within a reasonable time, application may be made by either party to the Circuit Court of the county in which the Property is located for such appointment.

The arbitrators shall select the time and place for hearing on the controversy, and shall notify the parties of the time and place by written notice delivered in person or by registered mail at least five (5) days prior to the hearing. The hearing shall be conducted by all of the arbitrators, but a majority may determine any questions and render a final decision and award. The arbitration shall be conducted according to the rules of the American Arbitration Association except where they specifically override or contradict the laws of the State of Florida.

The decision and award of the arbitrators shall be in writing signed by all of the arbitrators and delivered to the parties in person or by certified mail within a reasonable time after the final hearing day. Such decision shall be binding on all parties and shall be specifically enforceable in any court of competent jurisdiction. The fees of the arbitrators and the costs and expenses incurred in the arbitration shall be paid equally by the parties. Each party shall be responsible for paying the fee of his own counsel.

ARTICLE XVI

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any Article, paragraph, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, Bylaws or Regulation of the Association, or any other document governing the Condominium shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 31 day of MARCH, 1981.

(Corporate Seal) FLORIDA REAL ESTATE CONCEPTS, INC.

By: ____________________
President

STATE OF FLORIDA)

COUNTY OF ST JOHNS

Before me personally appeared DAVID A. BLUE, President of Florida Real Estate Concepts, Inc., a Florida corporation to me well known to be the individual and officer described in and who executed the foregoing instrument and acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of MARCH, 198_, at ST. AUGUSTINE in the State and County aforesaid.

Notary Public,
State of
My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 22, 1983

OFFICE PH 396 2623

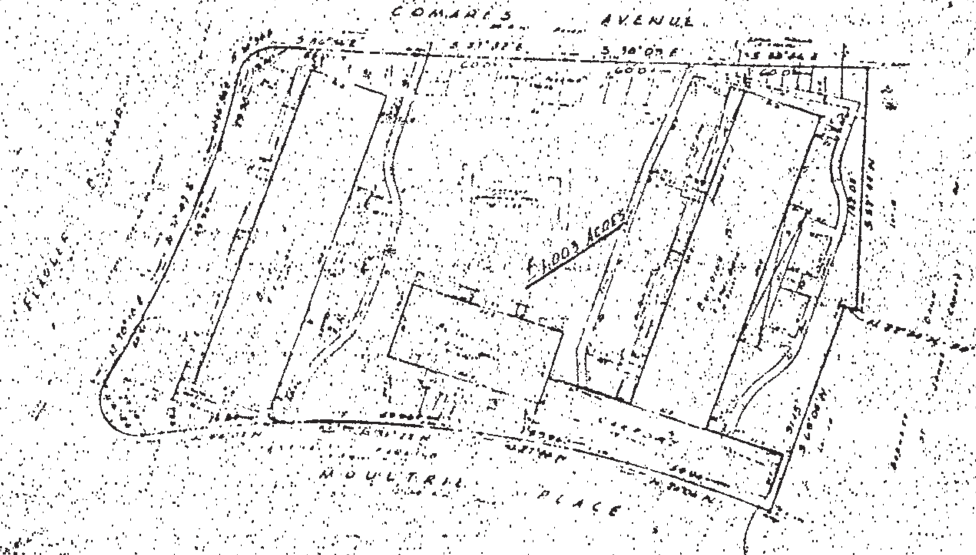
RICHARD P. CLARSON AND ASSOCIATES INC.
ENGINEERS — LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

LEGAL DESCRIPTION

ALL OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, AND 14, BLOCK 33, AS SHOWN ON MAP OF DAVIS SHORES SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 100, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, CONTAINING 1.003 ACRES, MORE OR LESS.

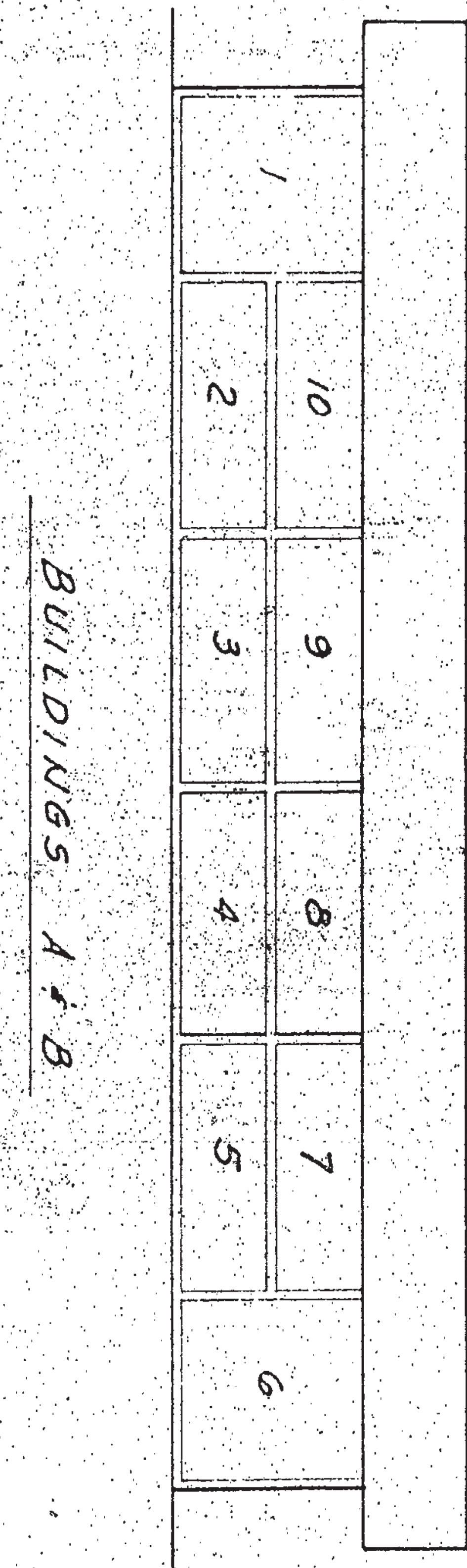
SALT RUN, A CONDOMINIUM
EXHIBIT A-1

SURVEY

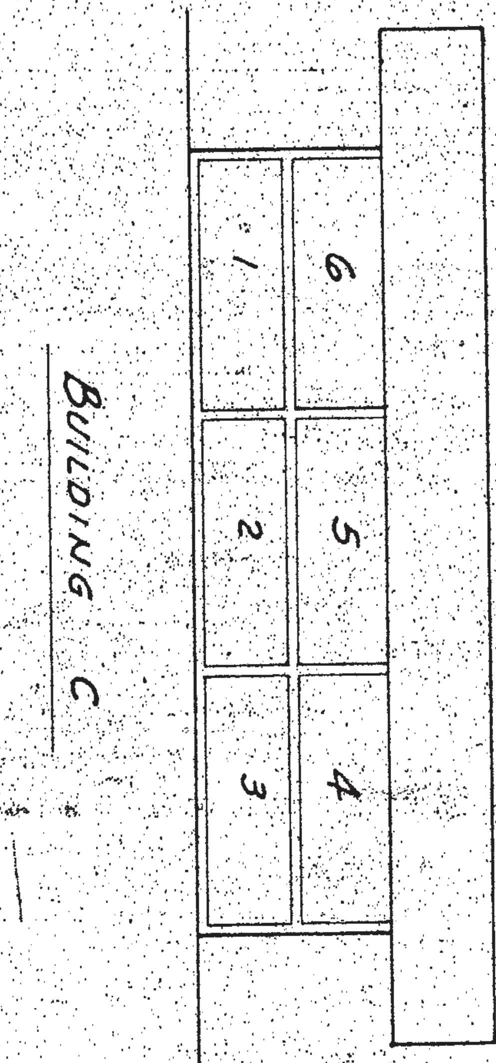


CLARSON AND ASSOCIATES, INC.

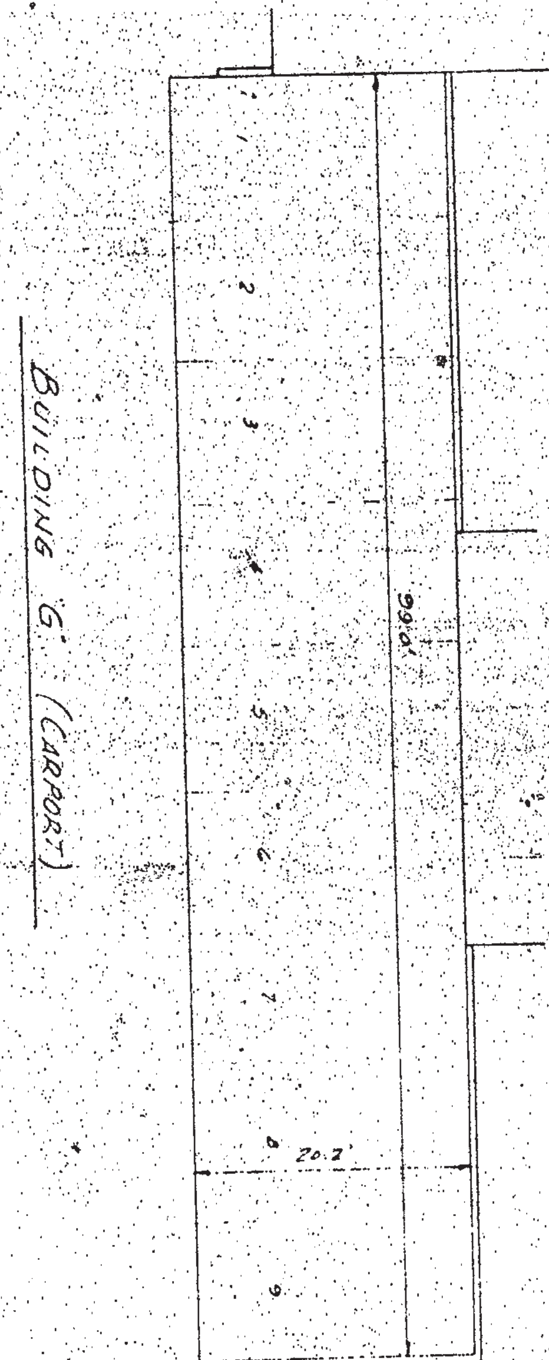
SALT RUN, A CONDOMINIUM
EXHIBIT A-2



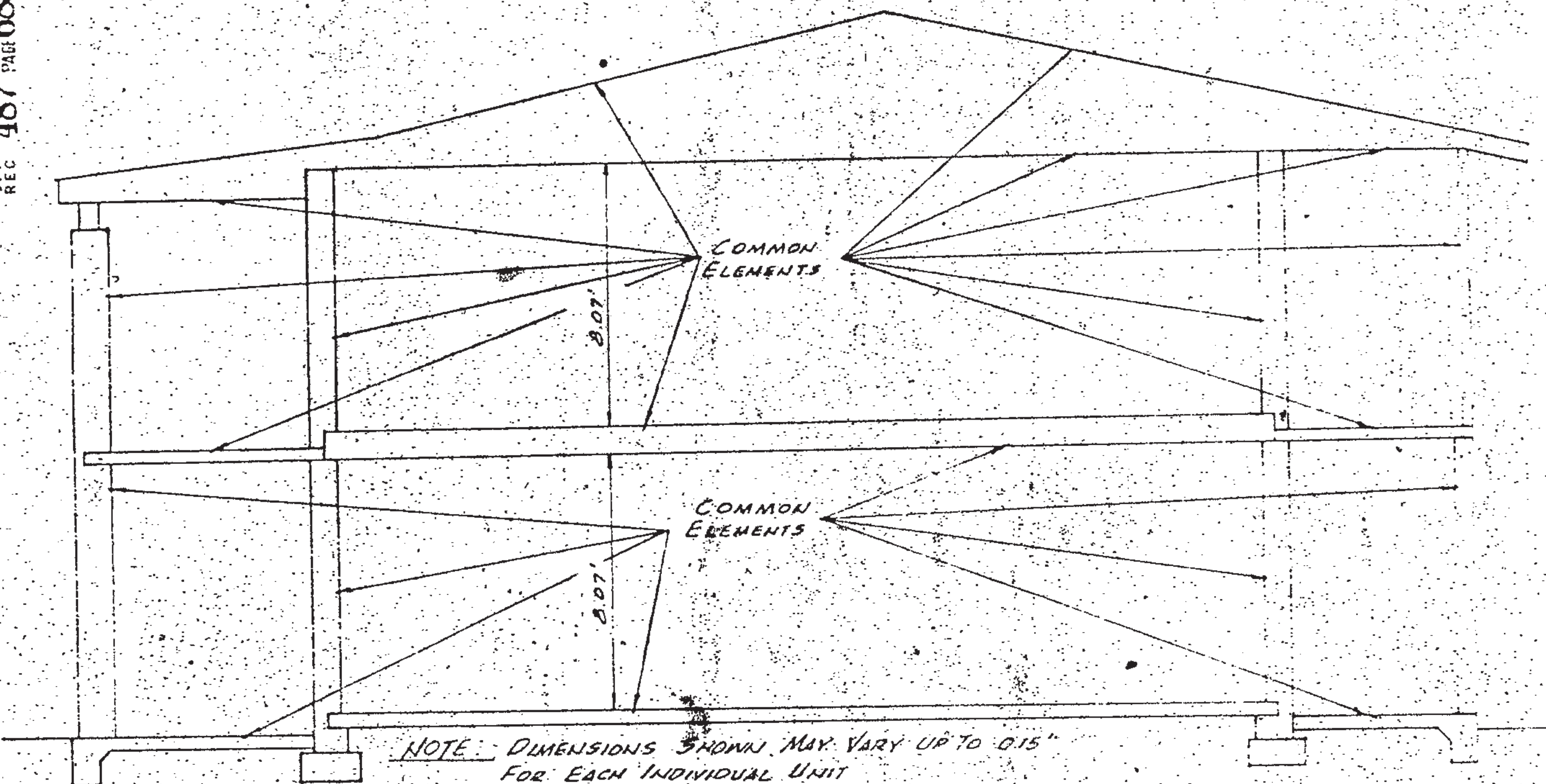
SALT RUN, A CONDOMINIUM
EXHIBIT A-3



SALT RUN, A CONDOMINIUM
EXHIBIT A-4



SALT RUN, A CONDOMINIUM
EXHIBIT A-5



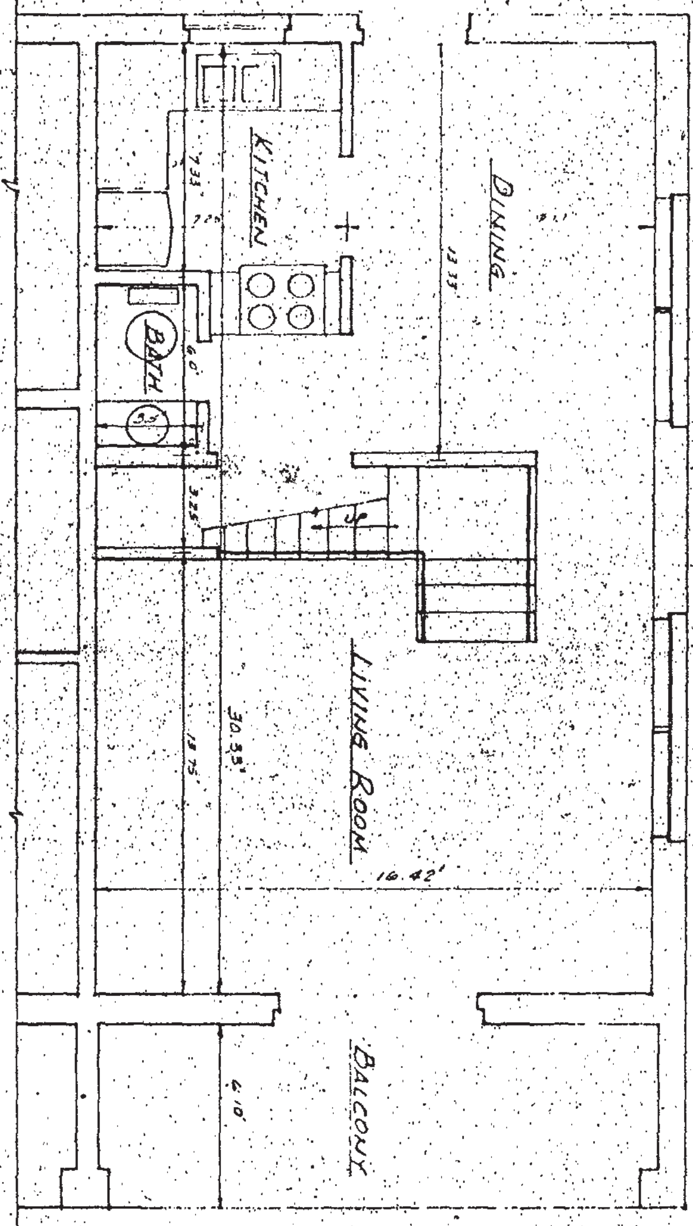
NOTE: DIMENSIONS SHOWN MAY VARY UP TO 0.15" FOR EACH INDIVIDUAL UNIT

BUILDING SECTION (TYP)

N.T.S.

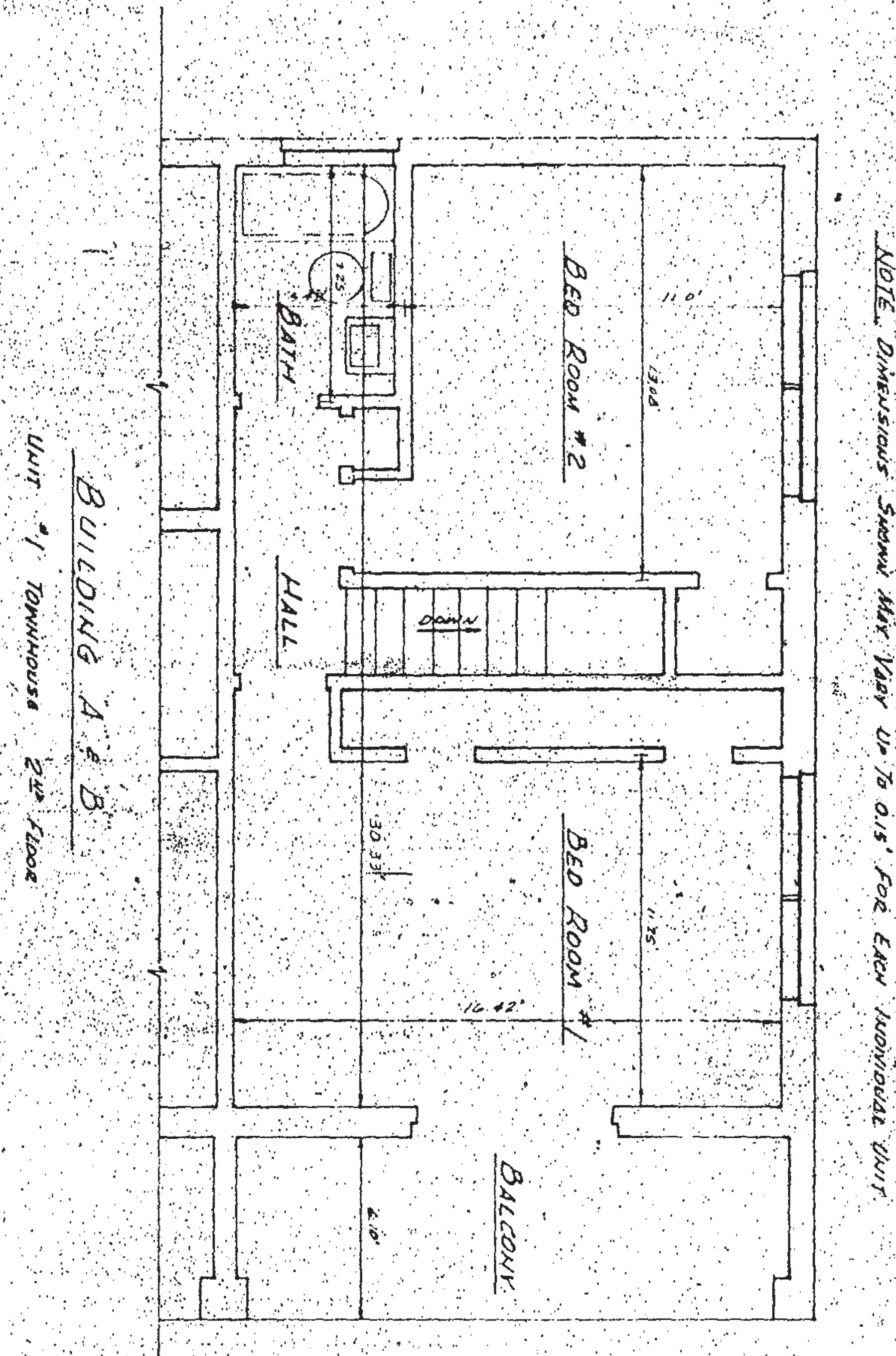
BUILDING 'A' & 'B'

UNIT #7 TOWNHOUSE 1ST FLOOR



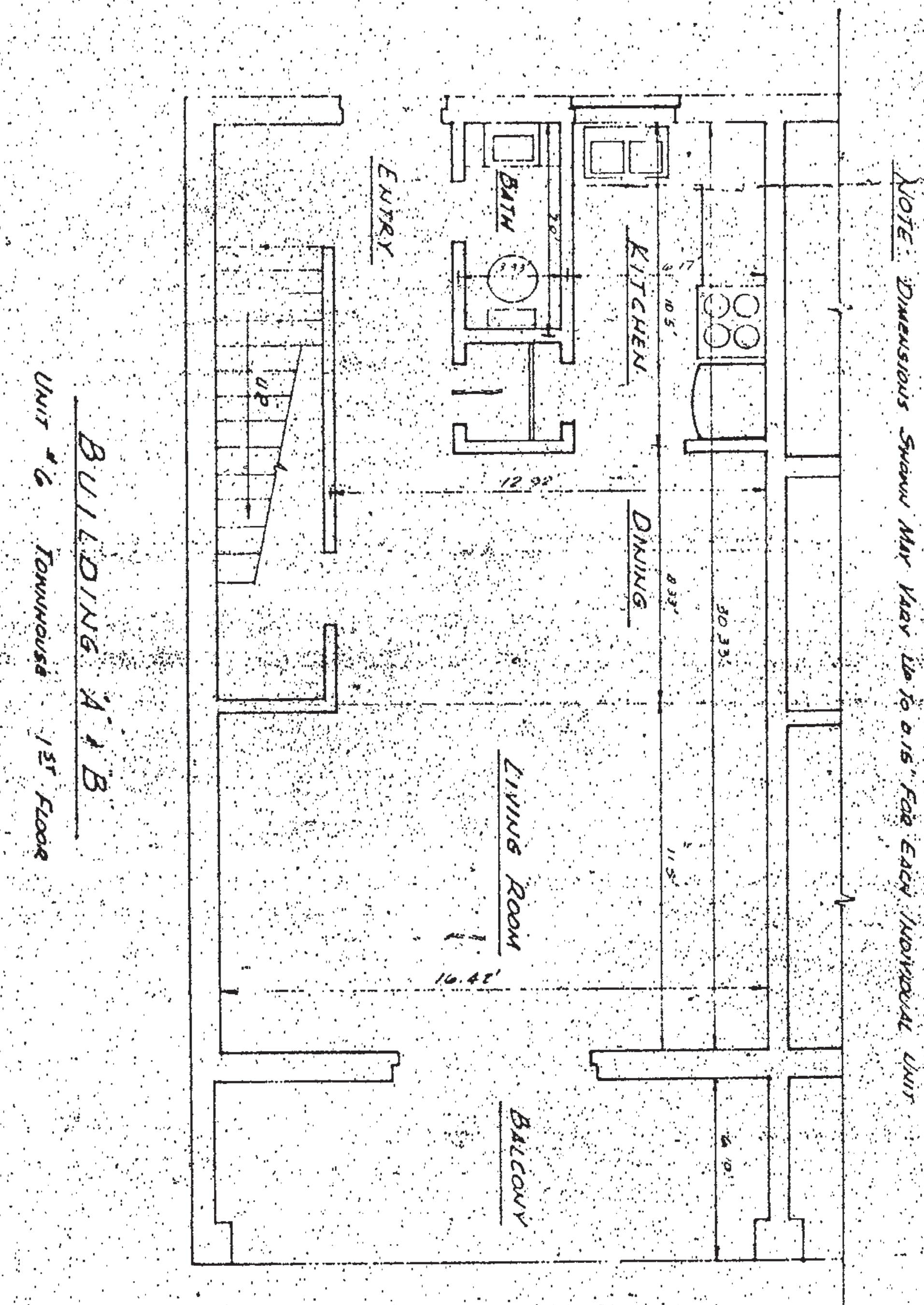
NOTE: DIMENSIONS SHOWN MAY VARY UP TO 0.15' FOR EACH INDIVIDUAL UNIT

SALT RUN, A CONDOMINIUM
EXHIBIT A-7(1)

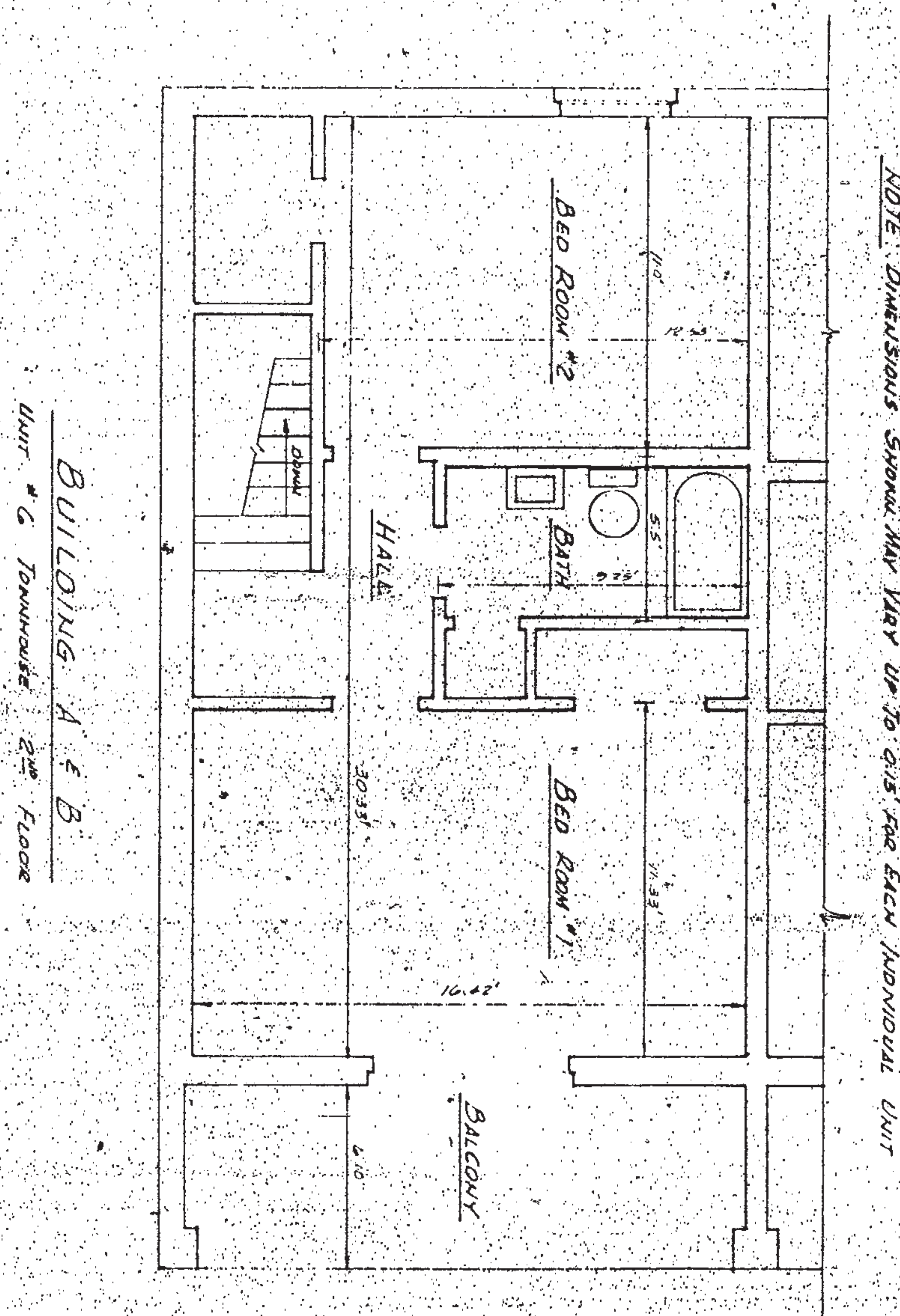


SALT RUN, A CONDOMINIUM
EXHIBIT A-7(2)

OFF REC 487 PAGE 691



SALT RUN, A CONDOMINIUM
EXHIBIT A-8(1)



SALT RUN, A CONDOMINIUM
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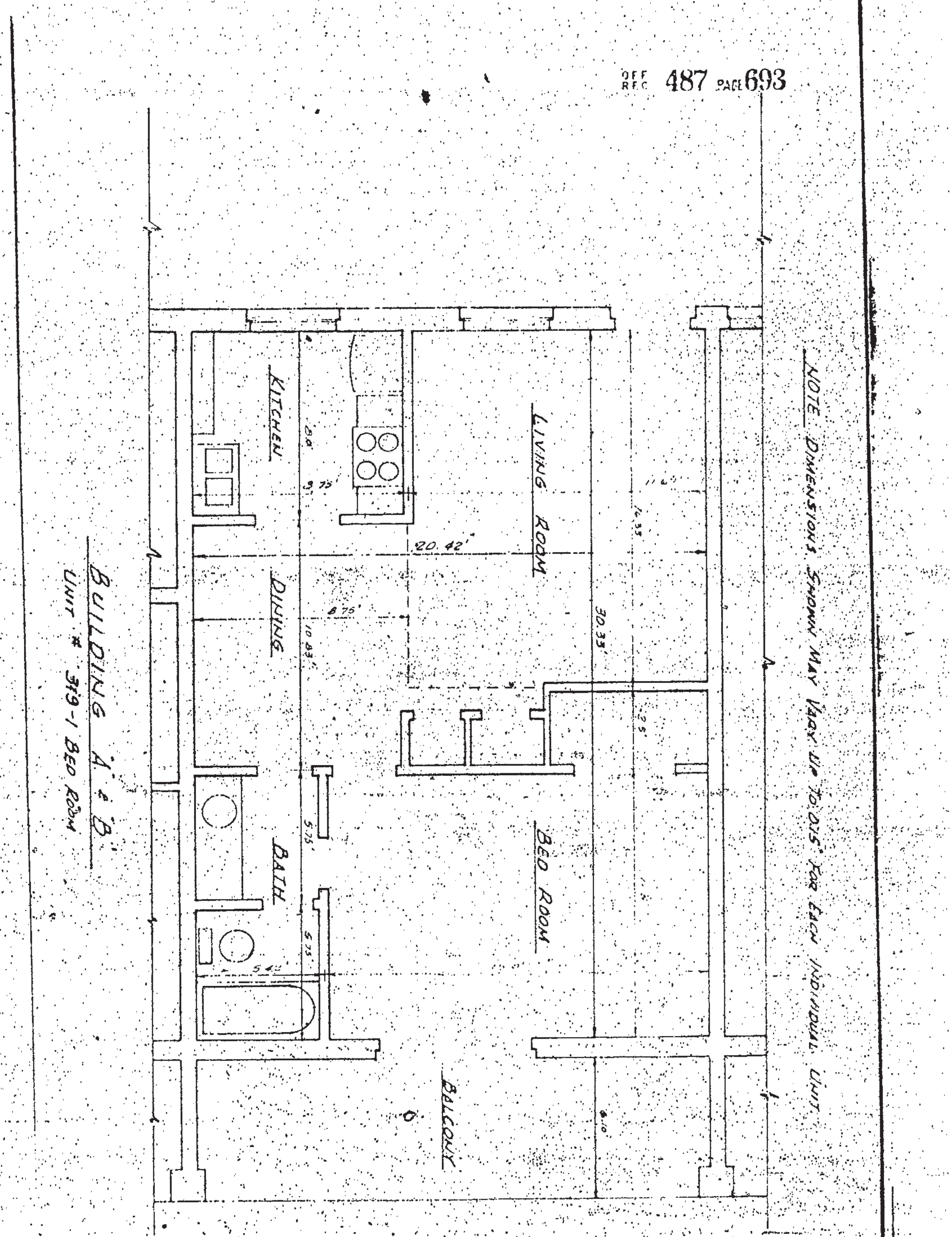
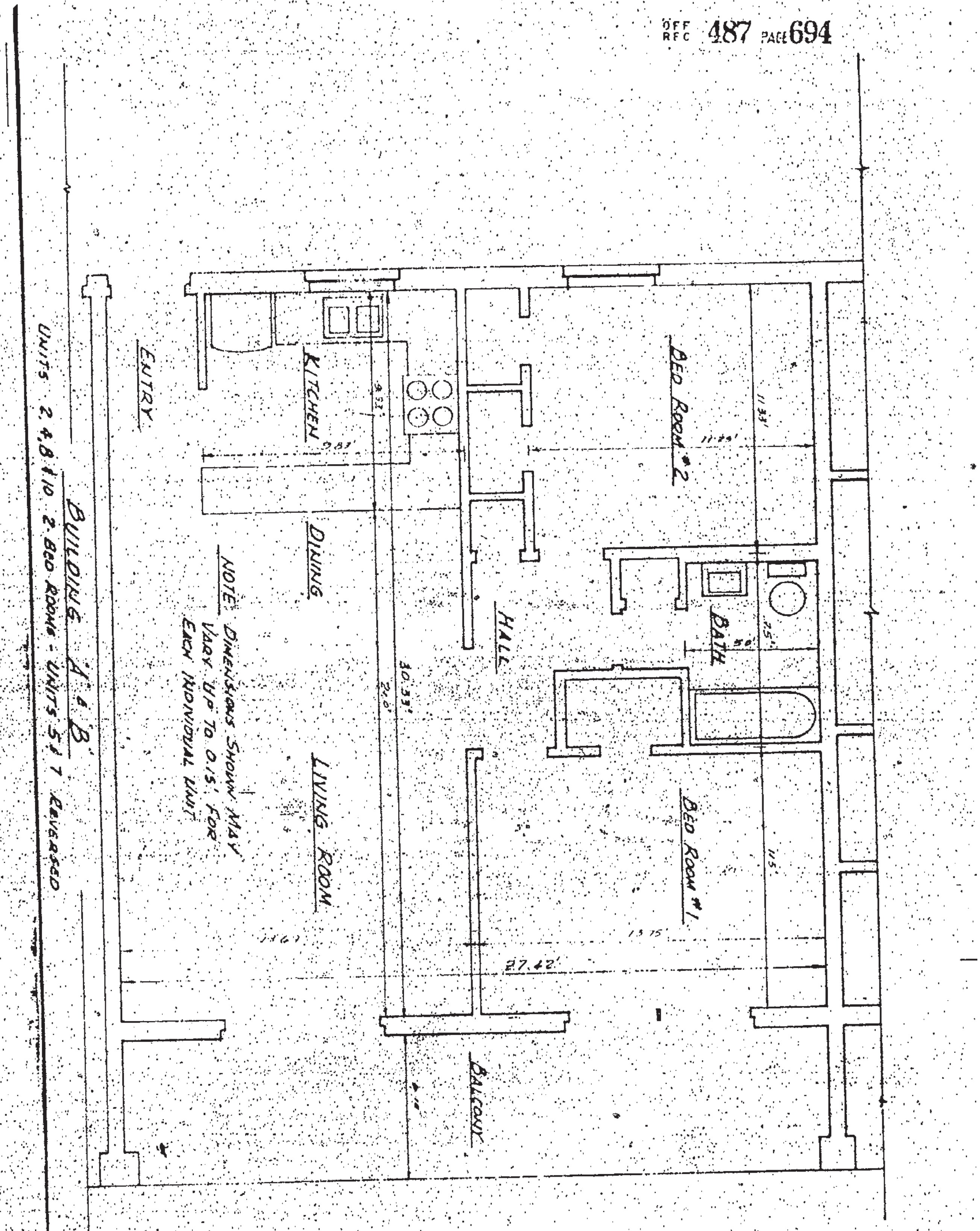
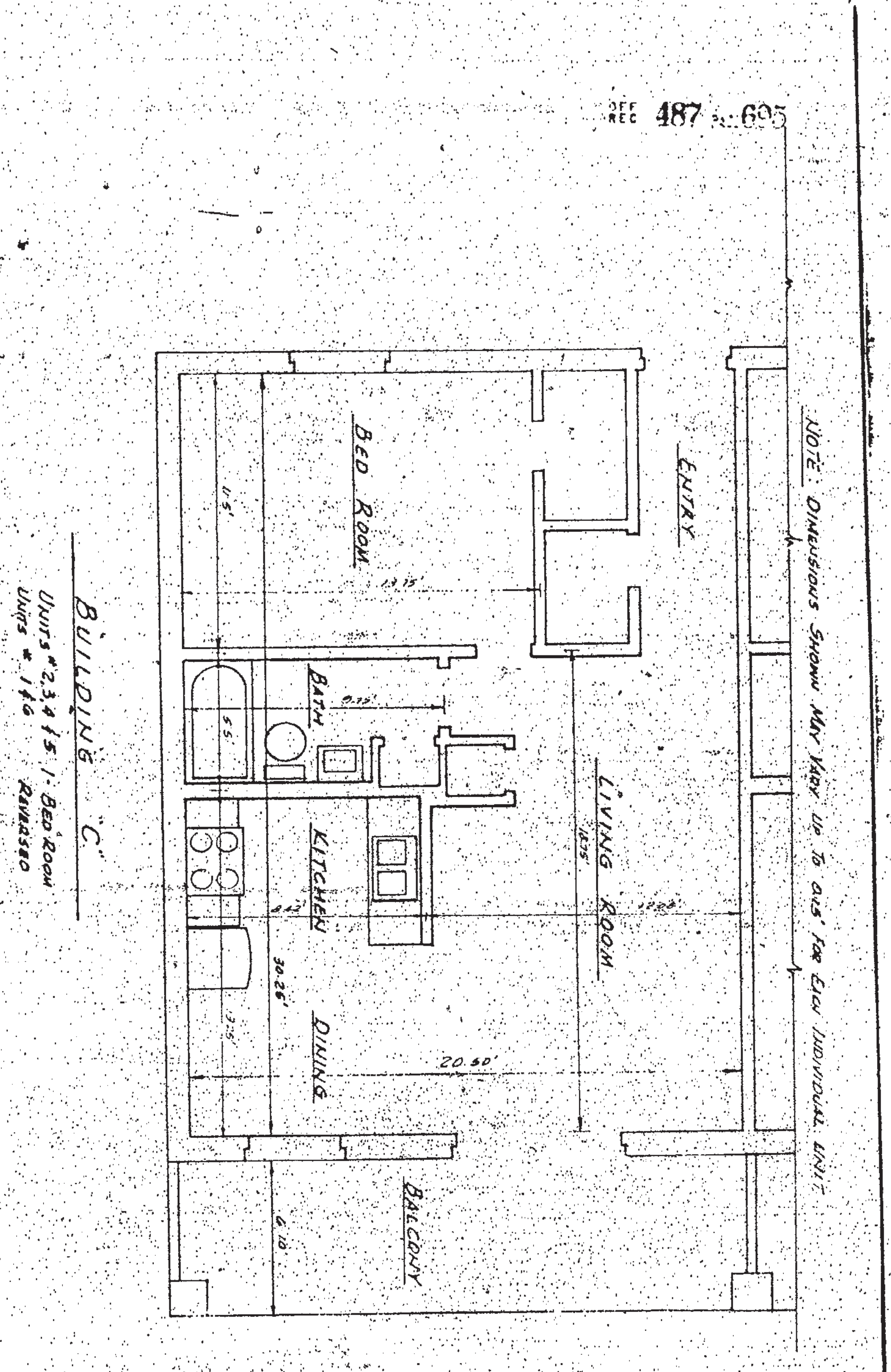


SALT RUN, A CONDOMINIUM
EXHIBIT A-9



SALT RUN, A CONDOMINIUM
EXHIBIT A-10

OFF REC 487 PG 695



SALT RUN, A CONDOMINIUM
EXHIBIT A-11

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The undersigned, Park D. Privett, Jr., a registered land surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material (Exhibits A-1 through A-11) together with the provisions of the Declaration describing the condominium property, is 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 those materials.

Park D. Privett Jr.
Registered Survey #2841, Fla.

Sworn to and subscribed
before me this 3rd
day of October, 1980.

Wayne A. Haddock
Notary Public, State of Florida
at Large.

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Exhibit B to Declaration

OFF REC 487 PAGE 697

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SALT RUN 1 CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 6, 1981, as shown by the records of this office.

The charter number for this corporation is 756633.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of March, 1981.

Secretary of State

CLR-101 Rev. 12-80