

DECLARATION OF CONDOMINIUM

OF

SAND DOLLAR IV

A CONDOMINIUM

MADE this 28th day of March, 1985, by
JOHN B. BAMBERG, Trustee
for himself, his successors, grantees, and assigns:

NOW, THEREFORE, Developer hereby makes the following
declarations:

ARTICLE IIName and Address

The name by which this condominium is to be identified is
SAND DOLLAR IV, a Condominium
its address is Highway A1A, Crescent Beach, Florida

ARTICLE IIIThe Land

The lands owned by the Developer, which by this instrument
are submitted to the condominium form of ownership, are the lands
described in EXHIBIT "A", attached hereto and made a part hereof,
located in St. Johns County, Florida.

ARTICLE IVDefinitions

The terms used in this Declaration of Condominium and in its
exhibits shall have the meanings stated in the Condominium Act
and as follows unless the context otherwise requires:

A. Unit, resident unit, apartment unit or dwelling unit
means unit as defined in the Condominium Act.

B. Unit owner, residence unit owner, apartment unit owner
or dwelling unit owner means a unit owner as defined in the
Condominium Act.

C. Associations means SAND DOLLAR IV, INC.

D. Common elements means and shall include the tangible per-
sonal property required for the maintenance and operation of the
condominium, even though owned by the Association, as well as the
items stated in the Condominium Act, and condominium property not
included in the resident units.

E. Limited common elements mean those common elements which
are reserved for the use of a certain unit or units to the ex-
clusion of other units and any reference made to common elements
in the following provisions of this Declaration or the condo-
minium instruments is meant to also include limited common ele-
ments. The building roof is included in the limited common
elements.

EXHIBIT (a) Page 1

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Prepared by; return to:

John B. Bamberg
P. O. Box 3247
St. Augustine, FL 32085

F. Common expenses include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of portions of the dwelling units to be maintained by the Association.
2. Expenses declared common expenses by provisions of the Declaration or by the By-laws, including but not limited to losses from revenue producing operations, if any.
3. Any valid charge against the property as a whole.

G. Common surplus means the excess of all receipts of the Association, including, but not limited to assessments, rents, profits and revenues, if any, over the amount of common expenses. Provided, however, if the management of the condominium property is delegated by the condominium Association to a separate management corporation by a management contract, the fees contracted for and collected by said corporation shall not be common surplus.

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

I. Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and any gender shall be deemed to include all genders.

J. Utility services as used in the Condominium Act and in the Declaration and By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

ARTICLE V

Development Plan

The condominium is described and established as follows:

A. Survey: A survey of the land, showing the improvements on it is attached as Exhibit "B", said survey being certified by Loren N. Jones FL Reg. No. 894.

B. Plans: The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by Lopatka, McQuaig and Associates, Architects, which plans are attached hereto as EXHIBIT "C". The identification, location, dimensions and size of each unit and the common elements, pertaining thereto, can be determined from EXHIBITS A and B.

C. Easements: Each of the following easements is reserved through the condominium property and is a covenant running with the land of the condominium and notwithstanding any other provisions of this Declaration, may not be amended or revoked, and shall survive the termination of the condominium and the exclusion of any of the lands from the condominium; which easements and rights of ingress and egress shall exist for the benefit of the individual unit owners of this condominium, the property owners of adjoining property, including the developer. Provided, however, an adjoining owner must have the developer's permission to use said easements, and such easements shall not be considered or construed as easements or dedications to the public in general.

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(a) Utilities. As may be required for utility services in order to adequately serve the condominium and adjoining property. Easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved in writing by the apartment owners.

(b) Pedestrial and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the common elements; and for vehicular traffic over, through and across such portions intended for such purposes but the same shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

D. Improvements -- general description:

1. Apartment building: The condominium includes 1 apartment building consisting of 40 total dwelling units and common elements consisting of stairways, walks and walkways, entrance ways and storage and utility rooms.
2. Other improvements: The condominium includes automobile parking areas, walks, grounds and landscaping, and swimming pool.

E. Dwelling Unit Boundaries: Each dwelling unit shall include that part of the building containing that unit that lies within the boundaries of the unit, which are as follows:

1. Upper Boundary: The horizontal plane of the undecorated ceiling.
2. Lower Boundary: The horizontal plane of the undecorated finished floor.
3. Perimetrical Boundaries: The vertical planes of the undecorated finished interior walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

F. Common Elements: The common elements include the land and all other parts of the condominium not within dwelling units and include but are not limited to the following: automobile parking areas, stairways, walks and walkways, grounds, landscaping, storage and utility rooms and utility installations, and swimming pool.

G. Limited Common Elements: All balconies and terraces, and any such structure attached to the exterior main walls of the building that serve only the apartment adjacent to such structure shall be limited common elements for the benefit of that particular apartment only. The roof over each fifth-floor unit is a limited common element of the unit below.

H. Amendment of Plans: Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the unit so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If said amendment alters neither the number of apartment units nor the boundaries of the common elements, this Declaration may be amended with the signature and acknowledgment of the Developer and need not be approved by the Association, Unit Owners, Lienors or Mortgagees of the apartments notwithstanding contrary provisions contained in this Declaration.

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ARTICLE VIDwelling Units

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical unit plans: There are typical unit plans which are shown on sketches attached hereto as EXHIBIT "C".

B. Dwelling unit numbers: There are 40 dwelling units identified on page 12 attached hereto and made a part hereof.

C. Appurtenances to each apartment: The owner of each apartment shall own a certain interest in the condominium property which is appurtenant to his apartment, including but not limited to, the following items:

(1) Automobile Parking Space: Except where otherwise provided, the right to use for automobile parking only, the parking space which may from time to time be attributed by the Board of Directors of the Association to an apartment, which attribution shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to an apartment, provided that an apartment always has a space. Such action is subject to the approval of the owner. This provision is made in contemplation of the fact that one or more of the apartment owners may develop a physical disability which would require the attribution of a parking space more convenient to their apartments and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not having assigned parking spaces.

(2) Common Elements: Each unit owner shall have an undivided equal ownership interest in the land and other common elements which are appurtenant to each apartment. (1/40 of 40 shares).

(3) An exclusive easement for the use of the air space occupied by the unit as it exist and is described by this Declaration and as the unit may be lawfully altered or reconstructed from time to time.

(4) An undivided share of the common surplus as defined in this Declaration of Condominium.

(5) The utility easements and rights of ingress and egress herein described.

(6) Membership in the Condominium Association: Each unit shall be entitled to one vote in the business carried on by the Association.

(7) The right to use all the recreational facilities and other common areas subject to the terms and conditions of this Declaration and of the By-laws of Sand Dollar IV Condominium and any rule and regulation established by said Association.

D. Liability for Common Expenses: Each dwelling unit owner shall be liable for his proportionate share of the common expenses. (1/40 of 40 shares).

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ATLANTIC



NORTH

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501	502	503	504	505	506	507	508	5th Floor
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401	402	403	404	405	406	407	408	4th Floor
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301	302	303	304	305	306	307	308	3rd Floor
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201	202	203	204	205	206	207	208	2nd Floor
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101	102	103	104	105	106	107	108	1st Floor
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ARTICLE VIIMaintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

A. Common Elements:

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense.

(2) Alteration and Improvement. After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five per cent (75%) of the common elements, except as provided by the By-Laws. Any such alteration or improvements shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of apartment owners in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

B. Apartments:

(1) By the Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(a) All portions of an apartment, except interior surfaces contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

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

(c) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(2) By the Apartment Owner. The responsibility of the apartment owner shall include:

(a) To maintain, repair, and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(b) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

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(3) Alteration and Improvement. Subject to other provisions of this article and which in all cases shall supersede and have the priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to the apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing services, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

ARTICLE VIII

Assessments

The making and collection of assessments against dwelling unit for common expenses shall be pursuant to the By-laws and subject to the following provisions:

A. Share of common expenses: Each residence unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the residence unit owned by him.

B. Interest, application of payments: Assessments and installments on assessments paid after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due.

C. Liens for assessments: The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of St. Johns County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claim of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all other apartment owners and their successors and assigns.

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ARTICLE IXAssociation

The operation of the condominium shall be by SAND DOLLAR IV Inc., a corporation not for profit under the laws of Florida, herein called the Association, which shall fulfill its functions pursuant to the following provisions:

A. Members: The members of the Association shall be the unit owners.

B. Articles of Incorporation: A copy of the Articles of Incorporation of the Association is attached as EXHIBIT (b).

C. By-Laws: The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as EXHIBIT (c).

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

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

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

G. Delegation of Management: The Association may delegate, by contract, its managerial powers and duties in whole or in part to a professional management corporation. All those duties not delegated under the terms of any management contract shall be retained by the Association and shall be exercised under the terms of the Articles of Incorporation and By-Laws of the Association.

ARTICLE XInsurance

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase, named beneficiary: All insurance policies upon the common elements shall be purchased by the Association. The named insured shall be the Association individually and as agent for the dwelling unit owners without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below and all policies and their endorsements shall be deposited with the Insurance Trustee. Dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

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3. Coverage:

1. Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundations and excavation costs and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the following:
 - (a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
2. Public Liability: Public liability insurance in such amounts and with such other coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner.
3. Workmen's compensation insurance to meet the requirements of the law.
4. Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

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

D. Insurance Trustee; Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartments owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in St. Johns County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.
2. Dwelling Unit. Proceeds on account of damage to dwelling unit shall be held in the following undivided shares:
 - (a) When the apartment building is to be restored for the owners of damage dwelling unit in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.
 - (b) When the apartment building is not to be restored for the owners of apartments in such building, in undivided shares being the same as their respective purchase prices relate to the total.

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3. Mortgagees. In the event a mortgagee endorsement has been issued to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

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

1. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

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

4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

F. Agency of Condominium Association. Each unit owner hereby appoints the Condominium Association as its agent and as the agent of these interests arising out of his ownership, said agency is hereby made irrevocably for the purpose to empower the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of the claims.

ARTICLE XI

Reconstruction or Repair After Casualty

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

1. Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

2. Apartment Building.

(a) Partial Destruction - If the damaged improvement is an apartment building and less than ninety per cent (90%) of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless seventy-five per cent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

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(b) Total Destruction - If damaged improvement is an apartment building and ninety per cent (90%) or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five per cent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

3. Certificate: The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or, if not, then according to plans and specifications approved by the Board of Directors of The Association and if the damaged property is the apartment building, by the owners and holders of first mortgages thereon of all damaged apartments therein, which approvals shall not be unreasonably withheld.

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

D. Estimate of Costs: When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost of repair or rebuilding.

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

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

1. Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of costs of reconstruction and repair.

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

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

(b) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(c) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

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

ARTICLE XII

Use Restrictions

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings, in useful condition, exist upon the land:

A. Dwelling Units: Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit shall be divided or subdivided into smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling unit to be affected.

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B. Common Elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the dwelling unit owners.

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

D. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. Leasing: After approval by the Association as elsewhere provided, entire dwelling units may be rented, provided the occupancy is by the lessee only.

F. Regulation: Reasonable regulations concerning the use of the condominium property may be amended from time to time by the Association in the manner provided in its By-laws. Copies of such regulations and amendments shall be furnished by the Association to all dwelling unit owners upon request.

G. Parking: No boats, boat trailers, trucks, campers or motor scooters are to be stored in parking lots or in common areas, unless designated by the Association.

H. Proviso: The provisions of this condominium document shall be subject to the following provisions until such time that the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property. It is provided that neither the unit owners nor the Association, nor the use of the condominium property, shall interfere with the completion of the contemplated improvements and the sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion of the contemplated improvements and the sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of the sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. No "for sale" or "lease" sign may be displayed without consent of the Developer.

J. Pets: No unit nor any portion of the condominium property shall be occupied by a pet except dogs weighing less than twenty (20) pounds, cats, tropical fish, or birds in cages. No pets shall be allowed outside of the boundaries of a unit unless said pet be leashed or contained in some manner.

ARTICLE XIII

Maintenance of Community Interests

In order to maintain a community of congenial unit owners who are financially responsible and thus maintain and protect the value of the dwelling units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the building or buildings in useful condition exist upon the land, which provisions each dwelling unit owner covenants to observe:

(a)-13

(2C)

A. Transfers Subject to Approval:

1. Sale: No dwelling unit owner may dispose of a unit or any interest therein by sale without the approval of the Association except to another dwelling unit owner.
2. Lease: No dwelling unit owner may dispose of a unit or any interest therein by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift, devise or inheritance: If any dwelling unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership shall be subject to the approval of the Association.
4. Other transfers: If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing, the continuance of his ownership shall be subject to the approval of the Association.

B. Approval by the Association: The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association:

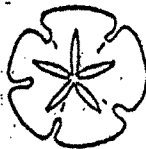
- (a) Sale: A dwelling unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the prospective buyer and such other information concerning the intended sale as the Association may reasonably require. Such notice, at the unit owner's option, may include a demand that the Association furnish a purchaser of the dwelling unit if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (b) Lease: A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the prospective lessee and such other information concerning the lessee as the Association may require and an executed copy of the proposed lease.
- (c) Gift, devise or inheritance; other transfers: A dwelling unit owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association notice of acquiring of his title, together with such other information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(a)-14

(21)

11
869

SAND DOLLAR IV, INC.



I & R → Sand Dollar IV Inc
8090 A1A South
ST. Augustine, FL 32080

8090 A1A South, St. Augustine, FL 32080-8372
904-471-4491 (FAX) 904-471-4491
sandolcat@aol.com

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SAND DOLLAR IV, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 13, 2003, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for SAND DOLLAR IV, INC., as originally recorded in O.R. Book 671, page 511, et seq., in the Public Records of St. Johns County, be and the same is hereby amended as follows:

The Bylaws of SAND DOLLAR IV, INC., being Exhibit A to said Declaration of Condominium, is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Bylaws".

IN WITNESS WHEREOF, SAND DOLLAR IV, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2nd day of February, 2004.

SAND DOLLAR IV, INC.

Public Records of
St. Johns County, FL
Clerk# 04-009415
O.R. 2137 PG 1141
10:22AM 02/12/2004
REC \$9.00 SUR \$1.50

ATTEST:

Maya M. Francis
Secretary

By: Charlotte Hewett
President

STATE OF FLORIDA)
COUNTY OF ST JOHNS)

On this 2nd DAY OF FEBRUARY 2004, personally appeared Charlotte Hewett, President, and acknowledged before me that she executed this instrument for the purposes herein expressed.



Charles B Carr
My Commission DD000882
Expires February 10, 2008

Charles B. Carr
Notary Public



8090 A1A South, St. Augustine, FL 32080-8372
904-471-4491 (FAX) 904-471-4491
sandolcat@aol.com

Exhibit A.

"Schedule of Amendments to Bylaws"

The Bylaws of SAND DOLLAR IV, INC., O.R. Book 671, page 511, presently reads as follows in Section 5.6, page (46): Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium. This Section 5.6 is hereby amended to read: To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium. From time to time the Board may, upon review and documentation of a situation which may be of medical and/or other critical need, grant a temporary waiver of a Bylaw or Rule. Such waiver would be reviewed by the Board in timely fashion to ensure continued exception and to ensure that the rights and privileges of the condominium owners are protected.



8090 A1A SOUTH • ST. AUGUSTINE, FLORIDA 32086

Public Records of
St. Johns County, FL
Clerk# 02-009499
O.R. 1718 PG 1895
11:20AM 02/15/2002
REC \$9.00 SUR \$1.50

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SAND DOLLAR IV, INC.**

NOTICE IS HEREBY GIVEN that a duly called meeting of the members on December 08, 2001 by a vote of not less than two-thirds of the voting interest of the Association and after the unanimous adoption of a Resolution proposing said amendment by the Board of Administration, the Declaration of Condominium for SAND DOLLAR IV, INC., as originally recorded in O. R. Book 671, Page 487, in the Public Records of St. Johns County, be and the same is hereby amended as follows:

The Declaration of Condominium of SAND DOLLAR IV, INC. is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

IN WITNESS WHEREOF, SAND DOLLAR IV, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2nd day of February, 2002

SAND DOLLAR IV, INC.



Linda Tyler
Secretary

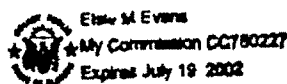
By: [Signature]
President

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

On this Feb 2, 2002, personally appeared Clint Slocumb, President, and acknowledged before me that he executed this instrument for the purposes herein expressed.

[Signature]
Notary Public

My commission expires.





6090 A1A SOUTH • ST. AUGUSTINE, FLORIDA 32086

Exhibit A.

"Schedule of Amendments to Declaration of Condominium"

The Declaration of Condominium of SAND DOLLAR IV, INC., O.R. Book 671, Page 487, presently reads as follows in Section 2. (b), page (22): Lease: If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which at the election of the Association shall be delivered to the lessee or shall be recorded in the public records of St. Johns County, Florida, at the expense of the lessee. This Section 2. (b), is hereby amended to add: The owner (s) must provide lessee (s) a copy of the Declaration of Condominium, Exhibits and Rules. Additionally, owner (s) must obtain proposed lessee (s) signature on the "Application for Approval of Lease of Unit" which states that the lessee understands that the lessee (s) is bound by the covenants in said document including the prohibition of any lease for a term of less than three consecutive months or ninety (90) consecutive days..

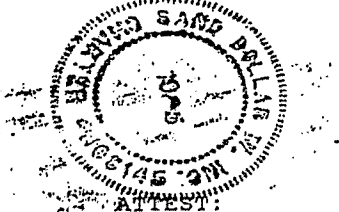
CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SAND DOLLAR IV CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on June 5, 1993, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for SAND DOLLAR IV CONDOMINIUM, as originally recorded in O.R. Book 671, Page 473, et seq., in the Public Records of St. Johns County, be and the same is hereby amended as follows:

The Bylaws of SAND DOLLAR IV CONDOMINIUM ASSOCIATION, INC., O.R. 671, Page 509, presently reads as follows in Section 4.3, Page 44: ~~Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~ This Section 4.3 is hereby amended to read: The term of each Director's service shall be for two (2) years and shall extend until the annual meeting of the members and thereafter until the Director's successor is duly elected and qualified or until the Director is removed in the manner elsewhere provided. A Director shall not serve more than two (2) consecutive years on the Board. The term of Board President shall be limited to one (1) year.

IN WITNESS WHEREOF, SAND DOLLAR IV CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this June 5, 1993.

SAND DOLLAR IV CONDOMINIUM
ASSOCIATION, INC.



George L. Theophilos
Secretary

BY: George L. Theophilos
President

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

On this 6-30-93, personally appeared George L. Theophilos, President, and acknowledged before me that he executed this instrument for the purposes herein expressed.

George L. Theophilos
Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires May 7, 1995



I+K - Sand Dollar IV Condominium
Dec 8090 Hwy A1A
St. Augustine Bch, FL 32086
St/1

Recorded in Public Records St. Johns County, FL
Clerk # 93020202 O.R. 1009 PG 907 03:18PM 07-07-93
Recording 5.00 Surcharge 1.00