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THIS INSTRUMENT PREPARED BY:  
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## DECLARATION OF CONDOMINIUM

OF

## TENNIS VILLAGE AT THE PONCE, A CONDOMINIUM

THIS DECLARATION made this 24th day of November, 1987, by PONCE DE LEON RESORT AND CONVENTION CENTER, INC., a Florida corporation, authorized to do business in Florida, whose address is P. O. Box 98, U.S. Highway 1, North, St. Augustine, Florida 32085, its successors and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands and improvements hereinafter described to the Condominium for ownership and use pursuant to Chapter 718 of the Florida Statutes, (1985), as amended to the date hereof, herein called the "Condominium Act".

1.1 Name and Address. The name by which this Condominium is to be identified is:

TENNIS VILLAGE AT THE PONCE,  
A CONDOMINIUM

and its address is:

U.S. Highway 1, North  
P. O. Box 98  
St. Augustine, Florida 32085

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) as same presently exists and as follows unless the context otherwise requires:

2.1 Assessment. Assessment means a share of the funds required for the payment of the common expenses of the Condominium which from time to time is assessed against the unit owner.

2.2 The Association. The Association means TENNIS VILLAGE AT THE PONCE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

2.3 Common Elements. Common elements shall include: (a) the condominium property not included in the units; (b) all these items stated in the Condominium Act; and (c) the perpetual nonexclusive easement for ingress and egress described in Paragraph 1.2.

2.4 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property including, without limitation, any fee to be collected by and paid to a management agent for management of the Condominium property pursuant to any contract therefor; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the condominium as a whole; and (e) reasonable reserves whether held in trust or by the Association for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association.

2.5 Common Surplus. Common surplus means the amount by which the receipts of the Association including, but not limited to, assessments received on account of common elements exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation or person for management of the condominium property, the portion of receipts of the Association representing fees

contracted for and to be collected by said manager, or any part thereof, shall not be considered a part of the common surplus.

2.6 Condominium. Condominium means all of the condominium property as a whole where the context so permits, including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

2.7 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, including, but not limited to, designated parking spaces, balconies, patios and storage areas, and any other such improvements attached to the exterior main walls of the building that serves only the unit adjacent to such structure. Any reference made to common elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include limited common elements unless the latter is excepted or dealt with separately.

2.8 Reasonable Attorney's Fees. Reasonable attorneys' fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

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

2.10 Unit. Unit means a part of the condominium property which is subject to exclusive ownership.

2.11 Unit Owner. Unit owner or owner of a unit means the owner of a condominium parcel.

2.12 Utility Services. Utility services as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws shall include, but not be limited to, electric power, water, gas, heating, air conditioning, cable television and garbage and sewage disposal.

2.13 Lease. A lease shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use of said owner's unit for a valuable consideration.

2.14 Institutional Mortgagee or Institutional First Mortgagee. Institutional Mortgagee or institutional first mortgagee shall include, but not be limited to bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government, and the holder of any mortgage insured by any agency of the United States government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

3. Development Plan. The Condominium is described and established as follows:

3.1 Plot Plans, Survey and Floor Plans. Attached hereto as Exhibit "B" is a certification by Fir Gabriel & Associates, Inc. of St. Augustine, Fla., Registered Florida Land Surveyor, Number 4436, that the construction of the improvements described is substantially complete so that the description of improvements as shown in the "Condominium Plot Plans" (hereinafter referred to as "Plot Plans"), a copy of which is attached hereto as Exhibit "B", 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 these materials.

3.2 Easements. In addition to the easement(s), if any, set forth in Exhibit "A", 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 of the 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 of the Condominium from the Condominium:

(a) Utilities. Easements are reserved as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the condominium project including, but not limited to, the installation of cable television system lines, mains and such other equipment as may be required throughout the condominium project, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility; provided, however, easements herein reserved which necessitate entry through a unit, shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner and his mortgagee. In addition, easements are reserved to the Developer and Association for such further utility easements over and across the condominium property as may be required from time to time to service the condominium property. Provided, however, such further utility easements which shall be identified and located as the occasion shall arise shall not be over or through any part of the condominium property occupied by a condominium building. The Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

(b) Encroachments. In the event that, by virtue of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Pedestrian and Vehicular Traffic. A perpetual non-exclusive easement for ingress and egress shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes. Said easement of ingress and egress shall be appurtenant to each unit.

(d) Developer. Until such time as the Developer has sold all of the units contained within the condominium property, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the sale of said units. Neither the unit owners nor the Association, nor the use of the condominium property shall interfere in any way with such sale.

(e) Association Right of Entry Upon Units. The Association shall have the reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the condominium project.

### 3.3 Improvements - General Description.

(a) Condominium Buildings. The Condominium will be comprised of seven (7) buildings, which buildings shall contain ninety-eight (98) units. The number, location and size of each unit is graphically shown on Exhibit "B", incorporated herein.

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas and swimming pool and pool house which are a part of the common elements described in the Plot Plans incorporated herein as Exhibit "B".

### 3.4 Unit Boundaries.

(a) Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes which are defined as follows: The upper boundary being the

unfinished ceiling, the lower boundary being the horizontal plane of the unfinished floor, the perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior of the walls bounding the unit, extending to intersections with each other and with the upper and lower boundaries.

(b) Limited Common Elements. All balconies, patios, storage areas other than these included in any apartment, assigned parking dealt with in 4.2(a), and any such structure attached to the exterior main walls of the building that serve only the unit adjacent to such structure, shall be a limited common element for the benefit of that particular unit only. Such limited common elements are intended to be shown graphically on the Condominium Plot Plans attached hereto as Exhibit "B".

3.5 Common Elements. The common elements include the land and all the parts of the Condominium not within the unit as defined in foregoing Section 3.4.

#### 4. The Condominium Building.

4.1 Units. The units in the condominium buildings are identified and briefly described in the "Plot Plans" attached hereto as Exhibit "B".

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

(a) Automobile Parking Space. The right to use, for automobile parking only, the parking space which may from time to time be designated or assigned by the Board of Directors of the Association to or for a unit, which designation 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 designated to a unit, provided that each unit always has a parking space. For example and not by way of limitation, this provision is made in contemplation of the fact that one or more unit owners may develop a physical disability which would require the designation of parking spaces more convenient to their units and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not assigning parking spaces.

(b) Common Elements. The undivided share in the land and other common elements which is appurtenant to each unit, is shown more particularly in the schedule attached hereto as Exhibit "E". In general the undivided share of each unit shall be a fraction of which the numerator is one and the denominator is the total number of units submitted to this condominium by the Developer, as set forth in Section 3.3(a).

(c) Association. Each unit owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership and voting rights of each unit owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association attached hereto as Exhibits "C" and "D" respectively.

4.3 Liability for Common Expenses and Share Common Surplus. Each unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 4.2(b) and Exhibit "E" attached hereto); however, this does not include the right to withdraw or require payment or distribution of the same. Provided, the Developer shall not be obligated to commence paying any common expense assessments to the Association with respect to the units owned by the Developer for so long as Developer shall guarantee the level of assessments as more specifically set forth in Section 6.5 hereof.

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

##### 5.1 Common Elements.

(a) 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, other than those expenses specifically provided to be paid by the individual unit owners in Section 5.2(b)(1) and 5.3 hereof.

(b) Alteration and Improvement. After the completion of the improvements, including the common elements contemplated by this Declaration, there shall be no altera-

tion or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than sixty-seven percent (67%) of the common elements. There shall be no change in the shares and rights of unit owners in the common elements altered or further improved. This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of Paragraph 3.2 hereof.

## 5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that services part or parts of the Condominium other than the unit within which contained. This provision excludes from its coverage any air conditioning compressor facility and also any other facility for the furnishing of utility services now or hereafter installed outside any of the buildings and intended for the purpose of furnishing such utility services only to an individual unit, which facility shall be maintained by and at the expense of the unit owner.

(3) All incidental damage caused to a unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(b) By the Unit Owner. The responsibility of the unit owner shall include, but not be limited to:

(1) 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, including air conditioning compressors and other related outside utility facilities referred to in Section 5.2(g)(2), heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, floor and wall coverings, intercoms, and all other portions of this unit except the portions specifically to be maintained, repaired and replaced by the Association.

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

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

(c) Alteration and Improvement. Subject to the other provisions of this Section 5.2 which in all cases shall supersede and have priority over the provisions of this subsection when in conflict therewith, a unit owner may make such alterations or improvements to his unit, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit 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 service, without first obtaining approval in writing of owners of all other units in such 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. Provided, no alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

5.3 Limited Common Elements. Other than those expenses specifically provided to be paid by the unit owner in Section 5.2(b)(1) hereof, the maintenance, repair and/or replacement of the limited common elements appurtenant to each unit shall be the responsibility of the Association, as provided hereinabove in Section 5.1. Provided, the unit owner shall be responsible for day-to-day maintenance and cleaning of such limited common elements areas; provided, further, the maintenance, repair or replacement of such limited common elements which shall be necessary or as a result of the unit owner making use of said areas in an abusive manner or in a manner other than that for which said areas were intended shall be the responsibility and expense of the unit owner. If any owner fails to carry out or neglects the responsibilities set forth in this Article 5, the Association

may fulfill the same and charge such owner therefore and such charge shall be a lien on the owner's unit as provided below in Paragraph 6.3.

6. Assessments. The making and collection of assessments against unit owners for common expenses and for reserves as may from time to time be established by the Association shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses of the Association and shall share in the common surplus in the same proportion as his undivided interest in the common elements, as set forth in Section 4.2(b) hereof, but such right shall not best or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus. Each assessment against a unit together with interest, attorney's fees and costs of collection, shall be the personal obligation of the owner at the time the assessment fell due. Anything herein to the contrary notwithstanding, the fact that the Developer is an owner of a unit in a condominium during such period of time as Developer shall guarantee the level of assessments to be collected from other unit owners, as provided in Section 6.5 hereof.

6.2 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the highest rate allowed by law. All payments on account shall be first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall also have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association, whether or not suit be brought including, without limitation, reasonable attorneys' 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, as claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims 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 like manner as a foreclosure of a mortgage on real property. If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an institutional mortgagee or mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where an institutional mortgagee or mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the institutional first mortgage or the first mortgage of record, or pursuant to any other remedy provided in the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments levied by the Association pertaining to such unit or chargeable to the former owner of such unit 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 of the unit owners including such acquirer, its successors and assigns.

6.4 Certain Mortgages Protected. Notwithstanding anything herein set forth to the contrary, any lien for an assessment set out in 6.3 above shall be junior, inferior and subordinate to any recorded mortgage held by an institutional first mortgage regardless of when said assessment was due or notice thereof recorded, but not to any other mortgage recorded after the aforesaid notice of lien.

6.5 Assessments Not Paid by the Developer. The Developer shall be excused from the payment of its share of the common expenses in respect of the units which it owns during the period of time that it shall guarantee the maximum level of assessments to be collected from other unit owners. The Developer guarantees that the monthly installments upon the annual assessment for common expenses to be imposed upon unit owners other than

the Developer shall not increase over the guarantee monthly amount(s) for the guarantee period(s) described in the Proposed Estimated Operating Budget attached as Exhibit 2. Developer hereby obligates itself to pay any amount of common expenses incurred during that period in excess of the amount collected as common expense assessments from other unit owners. Developer reserves the right to extend this guarantee, at its option, subject to the approval of a majority of the unit owners other than the Developer, beyond the ending calendar date(s) set forth in Exhibit 2.

7. Association. The operation of the Condominium shall be by the Association which is a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C". Article IV of the Articles of Incorporation sets out membership of unit owners in the Association.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "D". Section 2 of the By-Laws sets out membership and voting rights of unit owners in the Association.

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

7.4 Management. The Association may contract with a professional management corporation or person for the management and maintenance of the Condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

7.5 Notice to First Mortgagee. A first mortgagee or an institutional mortgagee shall be entitled to written notification from the Association of any default in the performance by the unit owner of the unit encumbered by its mortgage of any obligation under this Declaration, the Association Articles of Incorporation and By-Laws and any amendments thereto, which default is not cured within thirty (30) days. A holder, insurer or guarantor of an institutional first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the unit number) will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto; (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expense appertaining thereto; (iii) the number of votes in the association appertaining to any unit; (iv) the purposes to which any unit or the common elements are restricted, or (v) those provisions relating to the matters described in Paragraphs 13.5(a) through (n);

(2) Any proposed termination of the Condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed;

(4) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days; and

(5) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

7.6 Books and Records. The holders of first mortgages (including institutional first mortgagees, as defined in Paragraph 2.14 hereof) shall have the right to examine the books and records of the Association during normal business hours or under other reasonable circumstances and to obtain a copy of the financial statements of the Association upon written request to the Association. Such first mortgage holders shall also be

entitled to upon request, written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings. The Association shall, without charge and within a reasonable time, make available to unit owners, prospective purchasers of a unit, lenders and the holders, insurers and guarantors of the first mortgage on any unit, current copies of this Declaration, the By-Laws and Articles of Incorporation of the Association, other rules governing the condominium and other books, records and financial statements of the Association, including a financial statement of the immediately preceding year if requested by an institutional first mortgagee.

7.7 Restraint Upon Assignment of Shares in Assets. The share of a unit owner and the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

8. Insurance. Insurance, other than title insurance which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

8.1 Authority to Purchase. The Association shall purchase insurance policies upon the condominium property for the benefit of the Association, and in the case of insurance covering damage to the buildings and their appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of insurance to unit owners or purchasers and certificates of mortgagee endorsements to the mortgagees of units. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. The association shall use generally acceptable insurance carriers. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner but the unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Unit owners shall furnish the Association with copies of all insurance policies obtained by them. Unit owners shall be responsible for any desired insurance coverage on the floor, wall and ceiling coverings within their individual units.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such determination of replacement value shall be made annually by such means as the Board of Directors adopts and insurance increased accordingly. If obtainable, the policy of insurance shall provide that it may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each first mortgagee listed as a scheduled holder of a first mortgage in the policy. The policy must provide for recognition of any Insurance Trustee Agreement, and must include an "Agreed Amount Endorsement" and "Inflation Guard Endorsement", if available. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including, but not limited to, vandalism, malicious mischief, and perils covered by the standard "all risk" endorsement, if available.

(3) If appropriate and possible, the policies shall waive the insurer's right to:

(i) subrogation against the Association and against the unit owners individually and as a group;

(ii) the pro rata clause that reserves to the insurers the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and



(iii) avoid liability for a loss that is caused by an act or neglect of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owner.

(b) Public Liability. Comprehensive general liability insurance shall be procured by the Association in such amounts and such coverage as may be required by the Board of Directors of the Association, covering all the common elements; provided, however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. The policy or policies shall also contain a cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Coverage shall include, without limitation, legal liability of the insured for bodily injury and death of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified without at least ten (10) days' notice to the Association and each scheduled first mortgagee, if possible.

(c) Workmen's Compensation Policy. To meet the requirements of laws.

(d) Fidelity Bonds. Fidelity Bonds in a principal sum of not less than \$10,000.00 shall be maintained providing coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all other who are responsible for handling funds of the Association.

(e) Flood Insurance. In such amounts deemed appropriate by the Association but not less than the lesser of: (i) the maximum coverage available under the National Flood Insurance Program (NFIP) for all condominium buildings and other insurable condominium property within an area designated by the Secretary of Housing and Urban Development as having special flood hazards; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property within a special flood hazard area.

(f) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable or as required by applicable law.

8.3 Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association, except that the amount of increase in the premiums occasioned by misuse or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that unit owner.

8.4 Insurance Trustee Share of Proceeds. All insurance policies purchased by the Association shall be for the use and benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in St Johns County, Florida or such other location as the Board of Directors might agree upon, 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 any 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 unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee. If appointed, the Insurance Trustee shall have exclusive authority to negotiate losses under any policy providing property or liability insurance coverage and to perform such other functions as are necessary to accomplish this purpose, and as agent for the Association and the unit owners.

(a) Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner of the Condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the units are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the units are not to be restored, for the owners of such units in undivided shares in proportion to the respective shares in the common elements appurtenant to the respective shares in the common elements appurtenant to such units.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b). No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purposes.

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

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

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

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

(d) Certificate. In making distribution to unit owners and their mortgages, 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 unit owners and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of empowering 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 such unit owner upon payment of a claim.

## 9. Reconstruction or Repair After Casualty.

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

(a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to units in which case the provisions relative to reconstruction, and repair of units and common elements, as hereinbelow provided, shall pertain.

(b) Units and Common Elements. If the damaged improvement includes a unit and common elements then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all units and all owners of damaged units, and sixty-seven percent (67%) of all institutional mortgagees holding first mortgages upon

units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) 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 unit owners and mortgagees, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements unless the approval of institutional first mortgagees on units to which at least fifty-one percent (51%) of the votes of units subject to institutional first mortgages are allocated are obtained. If not to be so reconstructed or repaired, then the construction or repair shall be according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications, and if the damaged property is a condominium building, by the owners of all damaged units therein and the mortgagees holding first mortgages on the damaged units, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit 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.

9.4 Estimate of Costs. When the Association shall have the responsibility of construction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of 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 or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

9.6 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 fund collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for 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, if one has been designated. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursements. The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection of assessments against unit 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:

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

(2) 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.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is equal to or greater 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.

(4) 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 unit owners in proportion to the owner's share in the common elements; but reduced by the amount of any unpaid assessments against such unit owner.

(5) Certificate - Notwithstanding the provisions herein, an Insurance Trustee shall not be required to determine whether or not sums paid by unit 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 Trustees 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 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 mortgage 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.

9.7 Notice to Mortgage Holders. The Association shall provide written notice to first mortgage holders on any units within the Condominium of any substantial damage to any units, buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

9.8 Condemnation. In the event that any unit of the condominium or any portion thereof, or the common elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or as otherwise sought to be acquired by condemning authority, then any holder of a first mortgage on a unit will be entitled to a timely written notice of any such proceeding or proposed acquisition. The priority of the first mortgage and any rights of the first mortgagee of the condominium unit pursuant to its mortgage shall not be disturbed with respect to distribution of the proceeds of any award or settlement for losses to or taking of condominium units and/or common elements.

The taking of condominium property by condemnation shall be deemed to be a casualty and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee if there be one, otherwise with the Association. The issue of whether or not to reconstruct after condemnation shall be controlled by the provisions of Paragraph 9.1. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Insurance Trustee or Association and in the event of failure to do so, in the discretion of the Board of Directors of the association, a special assessment may be made against the defaulting unit owner in the amount of his award plus any costs and reasonable attorney's fees incurred by the Association.

The Association shall represent the unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Each unit owner appoints the Association as its attorney-in-fact for the foregoing purposes.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists and the condominium buildings in useful condition exist upon the land.

10.1 Units. Each of the units shall be occupied only by persons for residential purposes and by no more than four (4) persons and for no other purpose and in no other manner.

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

10.3 Leasing. The apartment may be leased or rented only as provided in Paragraph 10.9. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a unit owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant shall be an essential element of any such lease or tenant agreement whether specifically expressed in such an agreement or not.

10.4 Nuisances. No nuisances shall be allowed to exist upon the condominium property, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No unit 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 above that required when a unit is used for the approved purposes. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it.

10.5 Antennas. No exterior antennas of any type shall be permitted or used upon the condominium property except for any master television system presently in place or one designed to serve entire condominium.

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

10.7 Developers Use. As otherwise provided herein, until such time as the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the unit owners nor the Association, nor their use of the condominium property shall interfere with the completion of the contemplated improvements or 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 a sales office in an unsold unit or in a portion of the common elements, at the Developer's discretion, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. Until completion and sale of all the units by the Developer, no "For Sale" or "Lease" sign may be displayed upon the condominium property without the consent of the Developer.

10.8 Vehicle Storage. There are no present facilities for this purpose. The Association may, but shall not be obligated to, designate such portion of the common elements as may be necessary in the discretion of the Association for the parking and/or storage of trailers, boats, recreational vehicles or similar objects, and the parking or storage of such objects shall be limited to such designated area, if any. The Association may prohibit the parking of any vehicles except those no longer than standard size passenger automobiles, trucks and vans (capable of holding no more than six (6) passengers). All commercial vehicles, boats and/or boat trailers, or similar objects may be prohibited.

10.9 Transfer of Units Restricted; Association Option. Each Owner, by acceptance of his unit, covenants to observe such restrictions:

(a) Notice. Each Owner upon the transfer of his Condominium Unit shall give the Board of Directors written notice of the transfer specifying the name, address of the transferee and taxpayer identification number and such other information as the Board of Directors may reasonably request.

(b) 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 in this Declaration and attachments.

All deeds, leases or other instruments by which any interest in a Condominium Unit 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 Unit.

(c) Costs. A transfer of ownership fee may be charged in connection with any transfer of a Unit, not to exceed \$50.00, or such greater amount as may be permitted by law after this date.

(d) Unauthorized Transactions. If any Owner shall attempt to transfer any interest in his Condominium Unit without complying with the foregoing provisions, the Association shall have all the remedies provided herein or under the laws of the State of Florida.

(e) Transfer by the Association. If the Association acquires any interest in any Condominium Unit, the Board of Directors shall have the authority at any time thereafter to sell, lease or otherwise transfer such interest in the Condominium Unit on behalf of the Association upon such terms as the Board of Directors shall deem advisable, without the necessity of complying with the foregoing provisions and all net proceeds or deficits therefrom shall be distributed to, or assessed to, the Owners in accordance with their ownership interest in the Common Elements.

(f) Exceptions. The foregoing provisions of this Article shall not apply to the Developer's sales of its units nor to a transfer to or purchase by a mortgagee of record which acquires its title as the result of foreclosure of a mortgage, whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by that mortgagee. In addition, the foregoing provisions shall not apply to a purchaser who acquires title to a Condominium Unit 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.

11. Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions:

11.1 Decision. The decision of the Association to purchase a unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

11.2 Limitation. If at any one time the Association be the owner or agreed purchaser of three (3) or more units, it may not purchase any additional units without the prior written approval of sixty-seven percent (67%) of the members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

12. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

12.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the Rules and Regulation of the Association. The Association, and its agents or employees, are granted a right of entry upon unit premises and any limited common elements appurtenant thereto to effect emergency repairs and a reasonable right of entry thereupon to effect other repairs, improvements, replacements or maintenance as necessary.

12.2 Negligence. A unit owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invites, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements.

12.3 Action by Unit Owner. Any aggrieved unit owner shall have and is hereby granted a right of action at law or in equity against the unit owners and the Association for failure to comply with the provisions of this Declaration, the By-Laws, other condominium documents, or the decisions of the Association made pursuant to authority granted it by the condominium documents.

12.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, Management Agreement and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including costs and attorneys' fees for any appellate proceeding.

12.5 No Waiver of Rights. The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

13.2 Resolution. An amendment may be proposed by either the Board of Directors or by sixty-seven percent (67%) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and sixty-seven percent (67%) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings. Such amendment shall be effective when recorded in the Public Records of ST. JOHNS County, Florida.

13.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of St. Johns County, Florida.

13.4 Exceptions. Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any unit, the Developer may amend this Declaration of Condominium including, but not limited to, an amendment that will combine two or more units owned by Developer, or any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by units. Further, since this Declaration of Condominium will be recorded prior to the substantial completion of all of the separate buildings in which the units are located, the Developer specifically reserves the right to amend this Declaration as each separate building is substantially completed to substitute an updated survey and graphic description with certificate of surveyor as required by Section 718.104. Any such amendment shall be effective without necessity of a meeting of the unit owners or the approval and joinder of any unit owner, or the joinder of the owner and holder of any lien thereon. Provided, no such amendment shall increase the number of condominium units nor alter the boundaries of the common elements, nor shall any such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment, nor alter any buildings and units for which a survey and graphic description indicating substantial completion has been recorded.

13.5 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and their first mortgagees shall consent. Any amendment which shall change or subdivide any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of sixty-seven percent (67%) of the unit owners other than the Developer and shall further require written approval by the owner of the unit concerned and written approval of all of the first mortgagees of the units affected, said approval to be evidenced by joinder in the execution of the amendment. An amendment of this Declaration shall not make any change in Sections 8 or 9 unless the record owners of all mortgages upon units in the Condominium shall join in the execution of the amendment. Unless all of the mortgagees and sixty-seven percent (67%) of the owners other than the Developer have given their prior written approval, the Association shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The

granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Developer (including, but not limited to Sections 3.2(a) and (d), 4.3, 6.5, 10.3, 10.7 and 13.4 and this Section) without Developer's written consent and joinder in the execution of said amendment. Anything in this Declaration to the contrary notwithstanding, the consent of sixty-seven percent (67%) of the unit owners and the approval of mortgagees of units which have at least fifty-one percent (51%) of the votes of units subject to institutional first mortgages shall be required to add or materially amend any provision of the Condominium documents which establish, govern or regulate:

- (a) voting;
- (b) assessments, assessment liens or subordination or such liens;
- (c) reserves for maintenance, repair and replacement of the common elements;
- (d) leasing of units;
- (e) imposition of any right of first refusal or similar restriction on the right of the estate owner to sell, transfer, or otherwise convey his unit;
- (f) insurance or fidelity bonds;
- (g) rights to use of the common elements;
- (h) responsibility for maintenance and repair of the several portions of the condominium;
- (i) expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (j) boundaries of any unit;
- (k) the interests in the general or limited common elements;
- (l) convertibility of units into common elements or of common elements into units;
- (m) establishment of self-management by the Association where professional management has been required by any insurer or guarantor of an institutional first mortgage; and
- (n) any provisions which are for the express benefit of mortgage holders, or guarantors of first mortgages on unit.

13.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of ST. JOHNS County, Florida.

14. Termination. The Condominium may be terminated or abandoned in the following manner:

14.1 Agreement. The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgagees upon units therein.

14.2 Total Destruction of the Condominium Building. If all the condominium buildings as a result of common casualty be damaged within the meaning of 9.1 and it not be decided as therein provided that such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.



14.3 General Provisions. Upon termination of the Condominium, the mortgagees and lienors of unit owners who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which they may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of ST. JOHNS County, Florida.

14.4 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

15. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

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

PONCE DE LEON RESORT AND  
CONVENTION CENTER, INC.

By: Walter L. Harvey  
Its Vice President

(Corporate Seal)

Attest:

Edward C. Akel  
Secretary

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1987 by Walter L. Harvey, the Vice President of Ponce de Leon Resort and Convention Center, Inc., a Florida corporation, on behalf of the corporation.

Edward C. Akel  
Notary Public

My Commission expires:



That part of Section 54, Township 6 South, Range 29 East; Section 49, Township 7 South, Range 29 East; Section 42 and unsurveyed Section 31, Township 6 South, Range 30 East; and Section 60, Township 7 South, Range 30 East; all in St. Johns County, Florida, described as follows:

Beginning at the intersection of the easterly right-of-way line of U.S. Highway Number 1 and the northerly property line of the revised plat of FORT MOOSA GARDENS, as recorded in Map Book 4, page 34, public records of St. Johns County and assuming said easterly right-of-way line bears South 27 degrees 03 minutes 48 seconds East; thence North 60 degrees 21 minutes 57 seconds East 874.42 feet to the Point of Beginning of the land to be described, said point hereinafter referred to as Point "A"; thence North 9 degrees 16 minutes 25 seconds West 335.31 feet; thence South 80 degrees 43 minutes 35 seconds West 29.05 feet; thence North 9 degrees 16 minutes 25 seconds West 8.41 feet; thence northwesterly 93.45 feet, along a tangential curve, concave to the southwest, having a central angle of 41 degrees 41 minutes 10 seconds and a radius of 131.12 feet; thence North 61 degrees 15 minutes 20 seconds East, not tangent to said curve, 66.05 feet; thence northwesterly 64.18 feet, along a tangential curve, concave to the northwest having a central angle of 25 degrees 16 minutes 14 seconds and a radius of 145.51; thence North 15 degrees 55 minutes 06 seconds East 44.70 feet; thence North 83 degrees 47 minutes 41 seconds East 84.70 feet; thence easterly 122.86 feet along a tangential curve, concave to the southwest, having a central angle of 19 degrees 01 minutes 38 seconds and a radius of 369.96 feet to point of reverse curve; thence continue easterly 179.16 feet, along said reverse curve, concave to the northeast, having a central angle of 32 degrees 04 minutes 30 seconds and a radius of 319.64 feet; thence South 7 degrees 17 minutes 49 seconds East, not tangent to said reverse curve, 296.85 feet; thence South 20 degrees 06 minutes 20 seconds West 105.57 feet; thence South 9 degrees 16 minutes 25 seconds East 125.00 feet to the intersection with a line that bears North 80 degrees 43 minutes 35 seconds East from the point of beginning; thence South 80 degrees 43 minutes 35 seconds West 375.00 feet to the point of beginning. Except therefrom that part of the above described land described as follows:

Commencing at heretofore mentioned Point "A"; thence North 9 degrees 16 minutes 25 seconds West 239.79 feet; thence North 80 degrees 43 minutes 35 seconds East 15.30 feet to the Point of Beginning; thence continue North 80 degrees 43 minutes 35 seconds East 110.40 feet; thence South 7 degrees 16 minutes 25 seconds East 60.79 feet; thence North 80 degrees 43 minutes 35 seconds East 61.16 feet; thence North 9 degrees 16 minutes 25 seconds West 60.79 feet; thence North 80 degrees 43 minutes 35 seconds East 126.94 feet; thence North 9 degrees 16 minutes 25 seconds West 120.84 feet; thence South 80 degrees 43 minutes 35 seconds West 126.94 feet; thence North 9 degrees 16 minutes 25 seconds West 60.14 feet; thence South 80 degrees 43 minutes 35 seconds West 61.16 feet; thence South 9 degrees 16 minutes 25 seconds East 60.14 feet; thence South 39 degrees 43 minutes 35 seconds West 110.40 feet; thence South 7 degrees 16 minutes 25 seconds East 52.62 feet; thence South 80 degrees 43 minutes 35 seconds West 15.30 feet; thence South 9 degrees 16 minutes 25 seconds East 15.00 feet; thence North 80 degrees 43 minutes 35 seconds East 15.30 feet; thence South 9 degrees 16 minutes 25 seconds East 53.22 feet to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO the easements and covenants in the Declaration of Covenants and Easements recorded in Volume 764 page 1781 of the official public records of St. Johns County, Florida.

EXHIBIT

"A"

together with the following prescribed margin of land

Cornerstone at the northwest corner of the subdivided plat of Fort McKean (hereinafter referred to as "the plat") is the well-known record of St. Johns County, thence North 40 degrees 21 minutes 57 seconds East 074.46 feet thence 09 degrees 16 minutes 25 seconds West, a distance of 755.31 feet thence South 08 degrees 43 minutes 33 seconds East, a distance of 100.00 feet thence North 87 degrees 15 minutes 25 seconds West a distance of 9.41 feet to the point of curvature of a circular curve concave to the West, having a central angle of 41 degrees 41 minutes 10 seconds and a radius of 100.00 feet. From the point of curvature the arc of said curve for a distance of 95.45 feet to the point of tangency thence North 41 degrees 15 minutes 20 seconds East a distance of 66.05 feet to the point of curvature of a circular curve concave to the north, having a central angle of 25 degrees 16 minutes 16 seconds and a radius of 100.00 feet. From the point of curvature the arc of said curve for a distance of 44.18 feet to the point of tangency thence North 15 degrees 59 minutes 06 seconds East a distance of 44.70 feet to the point of beginning thence continuing North 59 degrees 59 minutes 06 seconds East a distance of 5.38 feet to a point on a circular curve concave to the north, and having a radius of 137.94 feet thence from a tangent bearing South 74 degrees 08 minutes 00 seconds East, run westerly along the arc of said curve for a distance of 43.86 feet to the point of tangency thence tangent bearing South 74 degrees 08 minutes 00 seconds East a distance of 37.80 feet to the point of beginning.

Commence at the northwest corner of the revised plot of Fort Meade Gardens, as shown in Map No. 4, page 34, public records of St. Johns County, thence North 60 degrees 43 minutes 27 seconds East 79.02 feet to the point of Beginning, thence North 0 degrees 16 minutes 23 seconds West 329.31 feet thence South 0 degrees 43 minutes 32 seconds West 89.05 feet thence South 0 degrees 16 minutes 23 seconds East 329.31 feet thence North 0 degrees 43 minutes 32 seconds East 89.05 feet to the point of

beginning at the intersection of the easterly right-of-way line of U.S. Highway Number 1 and the northerly property line of the reviled plot of FORT MOOSA BARRACKS, as recorded in Map Book A, page 34, public records of St. Johns County and assuming said northerly right-of-way line bears South 89 degrees 03 minutes 41 seconds East, therefrom a line 100.00 feet long, then a line East 87A.42 feet to the point of beginning of the land to be described, said point hereinafter referred to as point "A"; thence North 7 degrees 16 minutes 25 seconds West 323.31 feet to point "B"; thence North 89 degrees 03 seconds East 29.07 feet to point "C"; thence North 7 degrees 16 minutes 25 seconds East 8.00 feet thence northeasterly 92.45 feet, along a tangential curve, concave to the southwest, having a central angle of 41 degrees 41 minutes 10 seconds and a radius of 121.19 feet; thence North 84 degrees 48 minutes 48 seconds East 145.31 feet to said curve, 44.05 feet; thence northeasterly 64.18 feet, along a tangential curve, concave to the northwest having a central angle of 25 degrees 14 minutes 16 seconds and a radius of 145.31 feet; thence North 15 degrees 39 minutes 04 seconds East 64.18 feet; thence North 83 degrees 17 minutes 41 seconds East 81.70 feet to said curve, 31.64 feet; thence northeasterly 31.64 feet, along a tangential curve, concave to the southwest, having a central angle of 13 degrees 01 minutes 26 seconds and a radius of 347.94 feet to point of reverse curve; thence continue easterly 179.16 feet, along said reverse curve, concave to the northwest, having a central angle of 13 degrees 01 minutes 26 seconds and a radius of 317.64 feet; thence South 7 degrees 17 minutes 49 seconds East, not tangent to said reverse curve, 254.83 feet; thence South 80 degrees 41 minutes 20 seconds West 107.27 feet; thence South 80 degrees 41 minutes 20 seconds East 107.27 feet to intersection with a line that bears North 80 degrees 42 minutes 35 seconds East from the point of beginning; thence South 80 degrees 42 minutes 35 seconds West 275.00 feet to the point of beginning. Except therefrom that part of the above described

Coordinates at Heterostichus numbered Point "A", then						
North	8 degrees	42 minutes	22 seconds	West	15.30 feet	thence
North	8 degrees	42 minutes	37 seconds	East	15.30 feet	to the
Point of Beginning thence continue						
North	8 degrees	43 minutes	25 seconds	East	110.40 feet	thence
South	9 degrees	18 minutes	35 seconds	East	60.79 feet	thence
North	8 degrees	42 minutes	27 seconds	West	61.15 feet	thence
North	9 degrees	43 minutes	35 seconds	West	61.97 feet	thence
North	9 degrees	43 minutes	35 seconds	East	124.94 feet	thence
North	9 degrees	43 minutes	35 seconds	West	124.94 feet	thence
South	8 degrees	43 minutes	25 seconds	West	124.94 feet	thence
North	9 degrees	43 minutes	35 seconds	West	60.14 feet	thence
South	8 degrees	43 minutes	25 seconds	West	60.14 feet	thence
South	8 degrees	43 minutes	25 seconds	West	60.14 feet	thence
South	8 degrees	43 minutes	25 seconds	West	60.14 feet	thence
South	9 degrees	18 minutes	35 seconds	East	50.48 feet	thence
South	8 degrees	43 minutes	25 seconds	West	15.30 feet	thence
South	9 degrees	18 minutes	35 seconds	East	15.00 feet	thence
North	8 degrees	43 minutes	35 seconds	East	15.30 feet	thence
Point of Beginning	18 minutes	35 seconds	East	33.29 feet	to the	

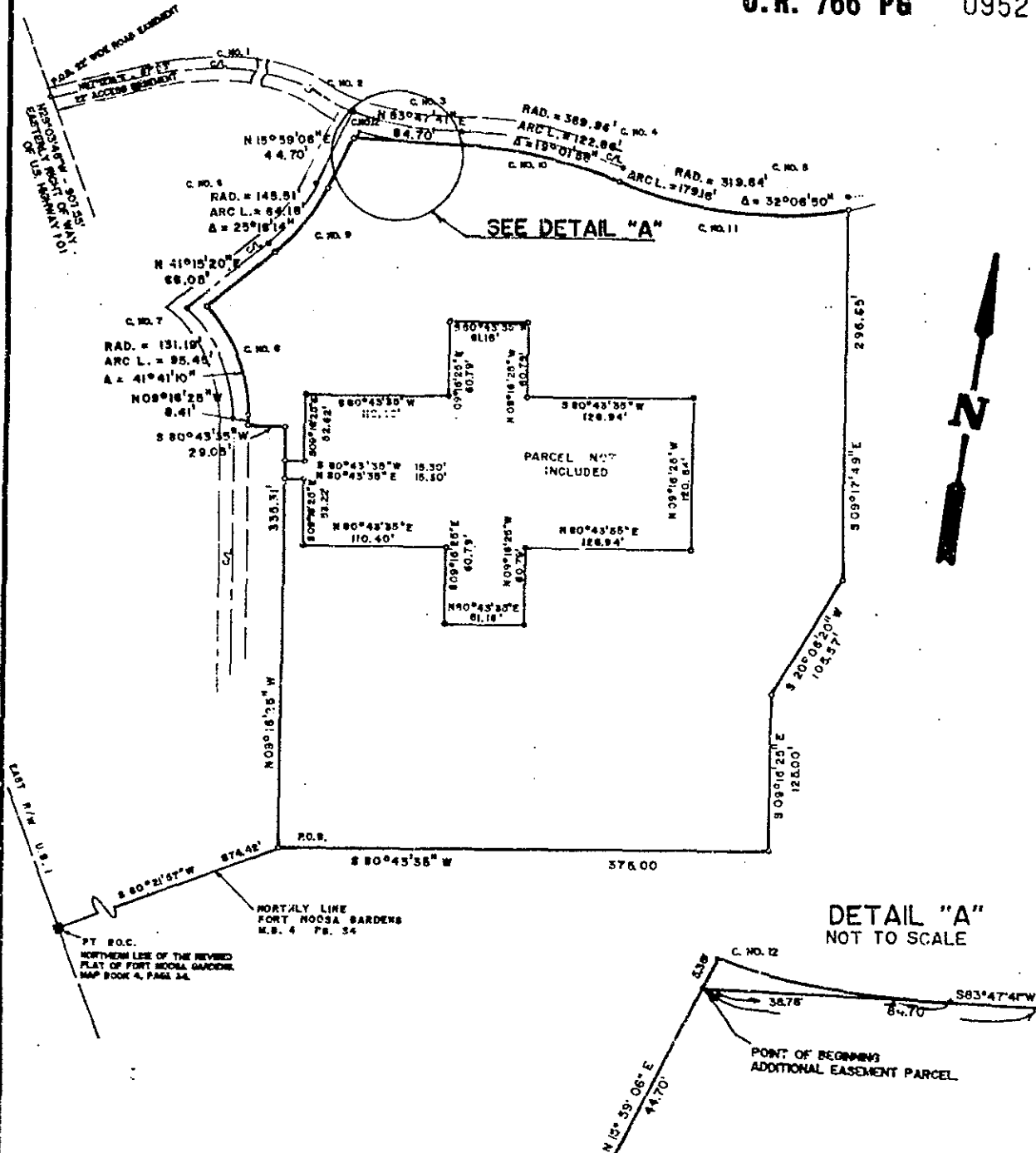
688

19011 824-0121 • 19041 352-6808 • 19041 563-1810

DATE: 12/07/87		TYPE OF SURVEY	
SCALE: N.T.S.	DATE	DESCRIPTION	
F.B. PG.	12-07-87	LEGAL	
JOB NO 85-C70-I			
DWN BY: DMW			

# BOUNDARY DRAWING

O.R. 766 PG 0952



## CURVE DATA TABLE

CURVE #	DELTA	RADIUS (Feet)	ARC (Feet)	CHORD (Feet)	TANGENT (Feet)
1.	74° 36' 28"	235.35	307.53	203.36	180.00
2.	38° 10' 07"	125.94	84.56	63.01	43.92
3.	10° 50' 56"	125.94	43.98	43.75	22.21
4.	19° 01' 30"	339.75	125.51	125.93	53.04
5.	32° 28' 25"	308.84	174.93	172.60	89.59
6.	25° 15' 14"	124.51	59.33	58.85	30.15
7.	47° 09' 19"	120.19	98.92	58.15	72.45
8.	41° 41' 10"	121.19	75.65	73.34	49.95
9.	25° 16' 14"	145.51	64.18	63.63	32.62
10.	19° 01' 38"	359.75	122.86	122.00	62.00
11.	32° 06' 50"	319.64	179.15	175.02	92.00
12.	15° 27' 04"	127.94	37.20	37.09	18.71

SHEET 2 OF 13  
EXHIBIT "B"

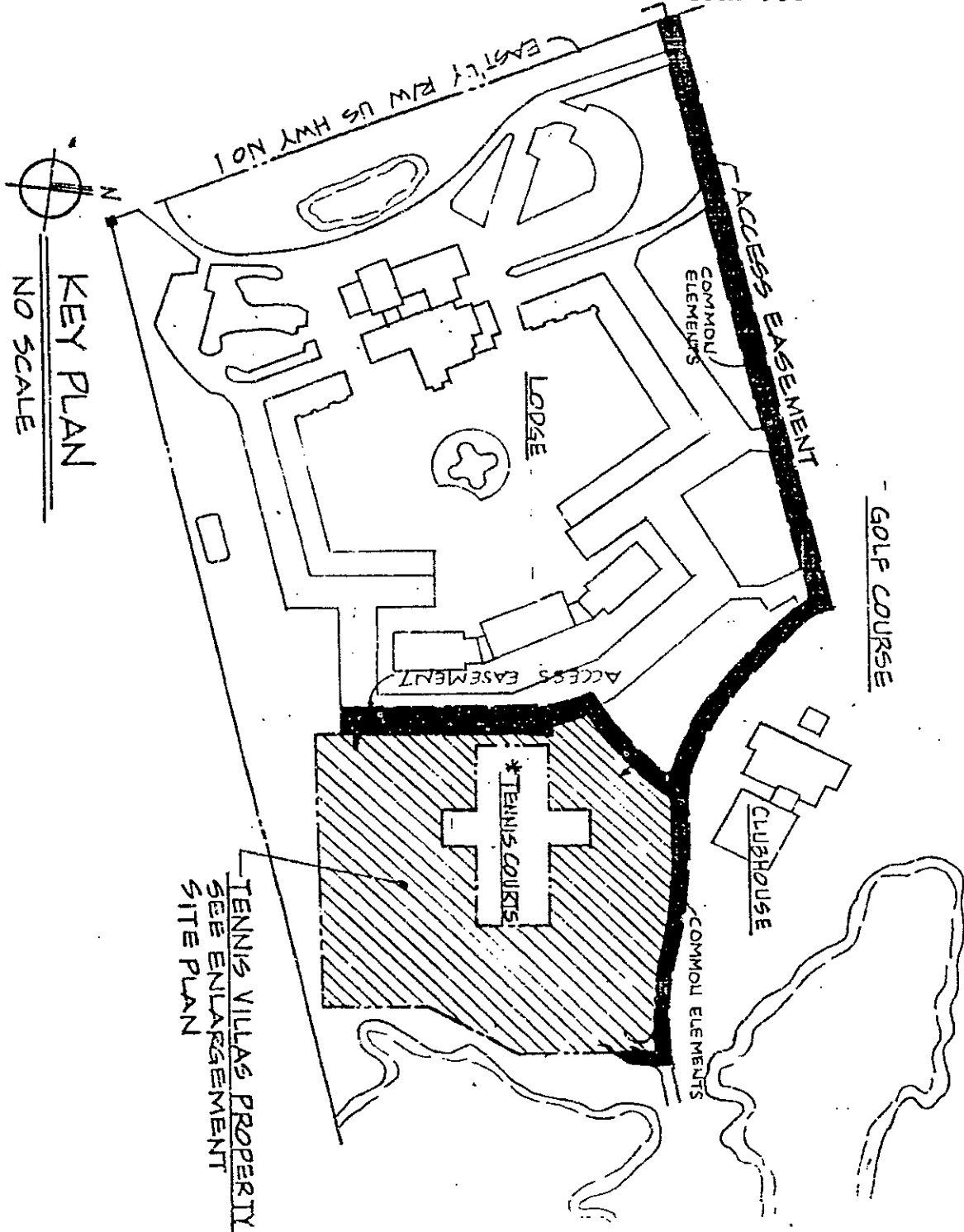
**Tim Gabriel & Associates, Inc.**

Engineers • Planners • Surveyors

66 Cuna Street • St. Augustine Florida 32084  
ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
(904) 821-0121 • (904) 352-6808 • (904) 563-4010

DATE: 12-4-87	TYPE OF SURVEY
SCALE: 1" = 100'	DATE
F.B. PG.	DESCRIPTION
JOB NO 85-070-1	
DWN. BY: D.M.W.	

TGA



SHEET 3 OF 13  
EXHIBIT "B"



**Tim Gabriel & Associates, Inc.**

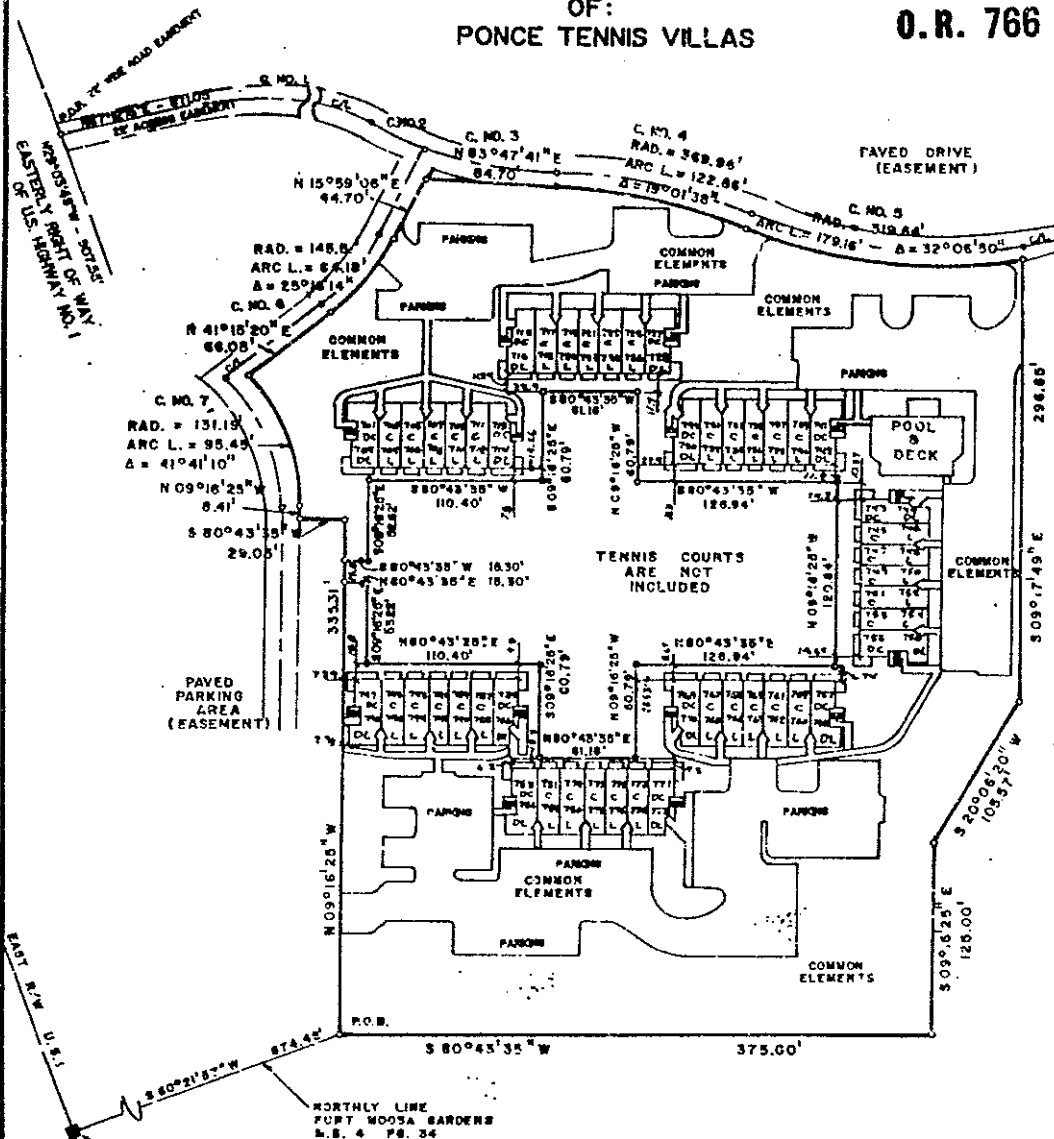
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 (904) 821-0121 • (904) 353-6808 • (904) 563-2010

DATE: 12 - 4 - 87	TYPE OF SURVEY	
SCALE: NO SCALE	DATE	DESCRIPTION
F.B. PG.	2-07-87	
JOB NO. 85-0704		
OWN BY D.M.W.		

# SITE PLAN / PLOT PLAN

OF:  
PONCE TENNIS VILLAS

O.R. 766 PG 0954



NOTE: ALL FEATURES SHOWN ON THIS PLAN ARE EXISTING.

## UNIT LEGEND

DC - Deluxe Court (lower level)  
DL - Deluxe Loft (upper level)  
C - Court (lower level)  
L - Loft (upper level)

Note tennis courts not included  
in condominium property.

- NOTE:
1. The common areas are described as the "common elements" in Section 2.3 of the Declaration of Condominium of Tennis Village at the Ponce, a condominium.
  2. The limited common areas are described in Section 2.7 entitled "Limited Common Elements" of the Declaration of Condominium of Tennis Village at the Ponce, a condominium.
  3. The easements are described in Section 3.2 entitled "Easements" of the Declaration of Condominium of Tennis Village at the Ponce, a condominium.

## CURVE DATA TABLE

CURVE #	DELTA	RADIUS (Feet)	ARC (Feet)	CHORD (Feet)	TANGENT (Feet)
1.	74° 36' 28"	235.25	307.63	783.26	199.09
2.	38° 10' 07"	125.94	84.55	83.01	43.92
3.	10° 50' 55"	125.94	43.98	43.76	22.91
4.	19° 01' 39"	336.95	125.51	124.93	53.54
5.	32° 28' 25"	336.95	174.93	172.60	89.80
6.	21° 15' 14"	104.51	59.70	59.95	31.15
7.	67° 09' 18"	120.17	79.70	59.15	32.45
8.	41° 41' 10"	131.19	75.45	73.36	49.95
9.	25° 18' 14"	145.51	64.10	57.55	32.63
10.	19° 01' 38"	369.75	122.85	122.34	62.00
11.	32° 06' 50"	319.64	179.15	178.00	92.00
12.	15° 27' 04"	137.94	37.20	37.09	18.71

SHEET 4 OF 13  
EXHIBIT "B"

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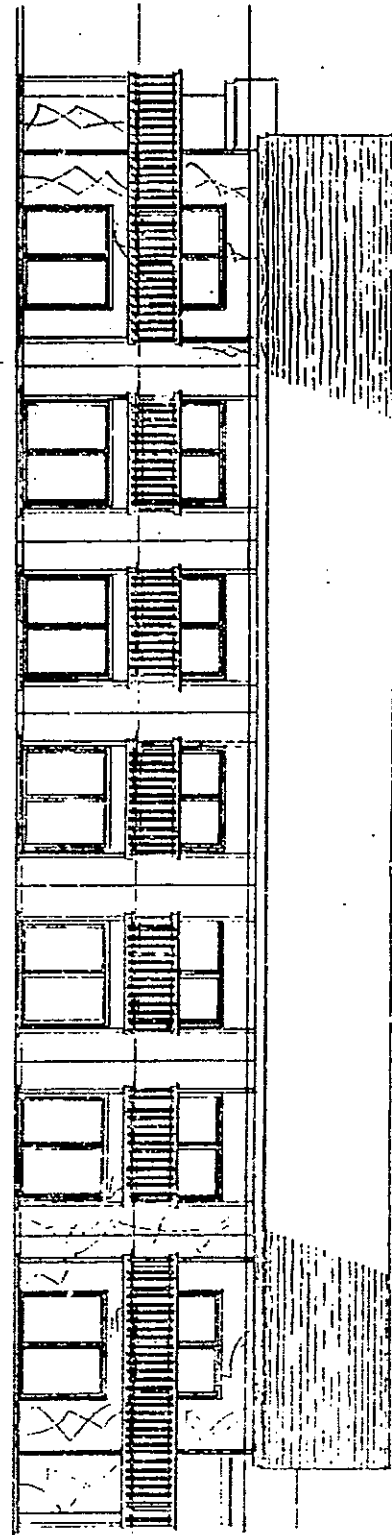
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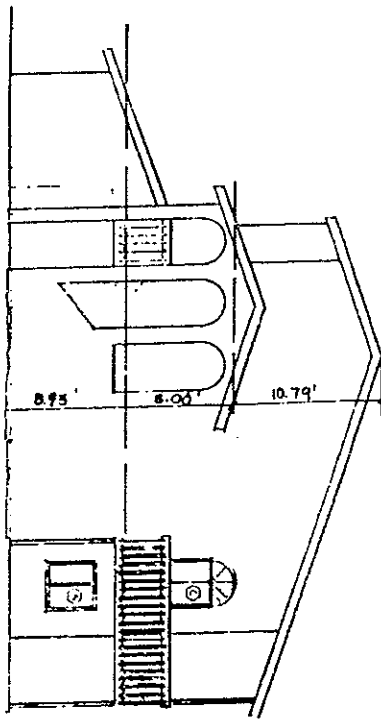
DATE: 12-4-87	TYPE OF SURVEY
SCALE: 1" = 100'	DATE
F.B. PG.	12-7
JOB NO. 85-070-1	DESCRIPTION
DWN BY: D.M.W.	SITE PLAN/PLOT PLAN



REAR ELEVATION  
1/4" = 1'-0"



RIGHT ELEVATION



SHEET 5' OF 13  
EXHIBIT "B"

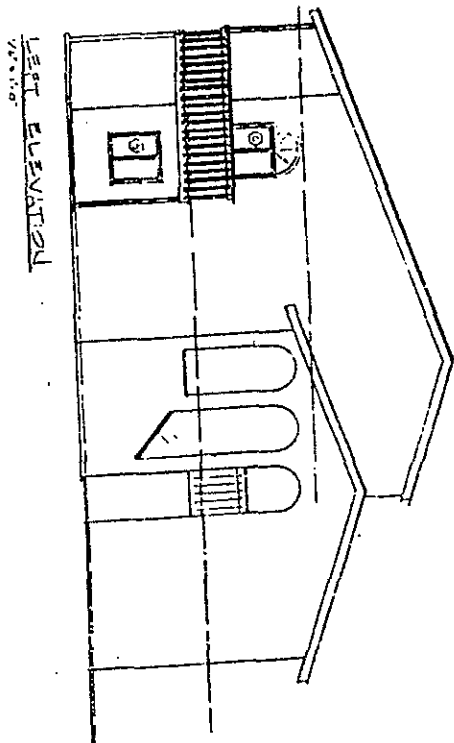


**Tim Gabriel & Associates, Inc.**

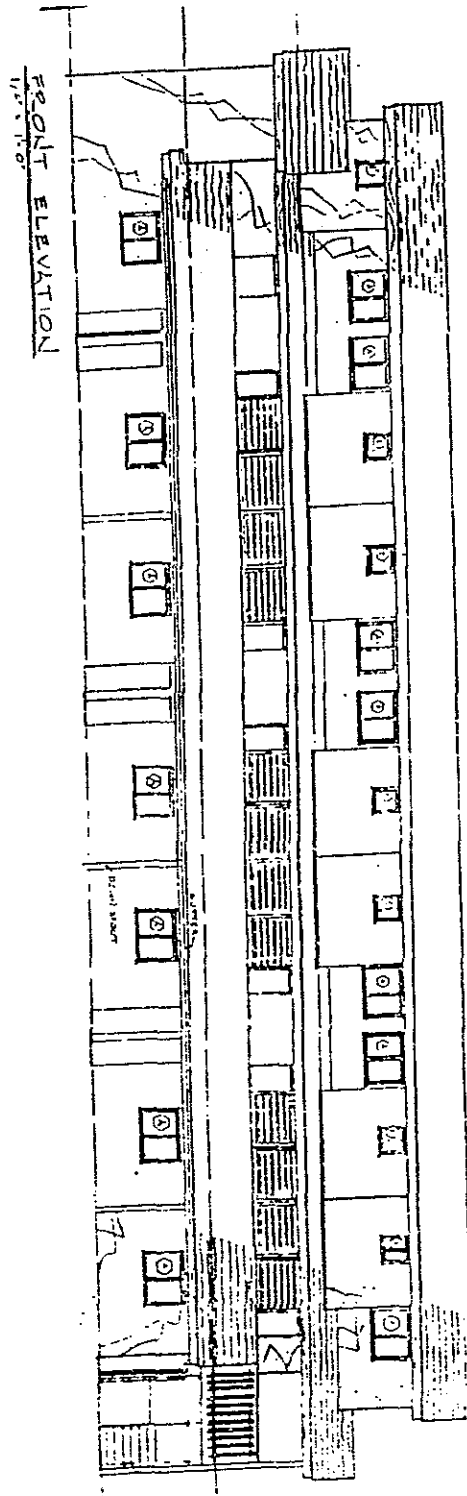
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(904) 821-0121 • (904) 352-6908 • (904) 563-2930

DATE: 12-4-87	/TYPE OF SURVEY	
SCALE: 1" = 100'	DATE	DESCRIPTION
F.B. PG	2-07-87	ELEVATION
JOB NO 85-070-1		
DWN BY: D.M.W.		



LEFT ELEVATION



FRONT ELEVATION

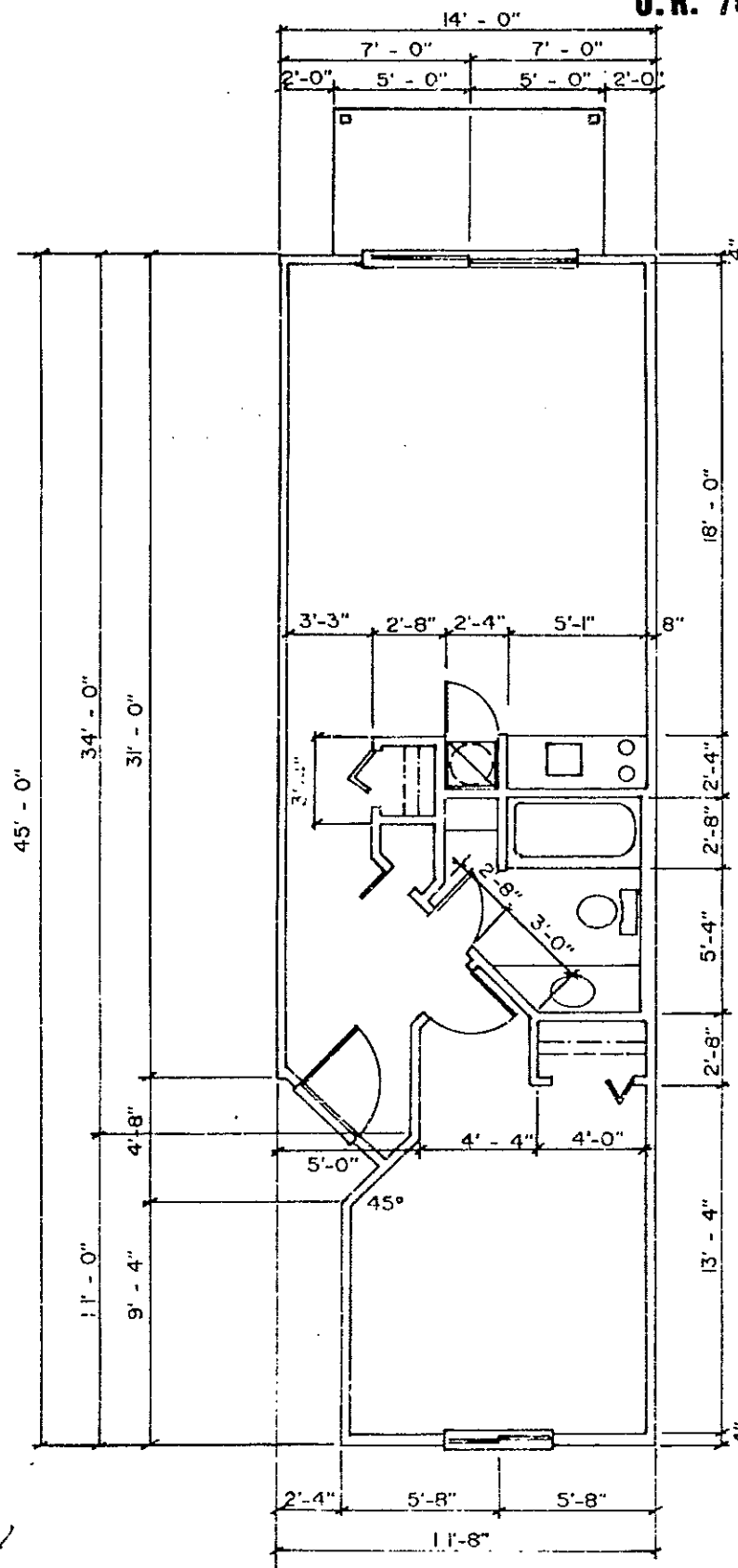
SHEET 6 OF 13  
EXHIBIT "B"



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ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
19011 821-9121 • 19041 353-6808 • 19031 561-0010

DATE: 12-4-87	TYPE OF SURVEY
SCALE: 1" = 100'	DATE
F.B. PG	DESCRIPTION
12-07-87	ELEVATION
JOB NO. 85-070-1	
DWN BY: D.M.W.	





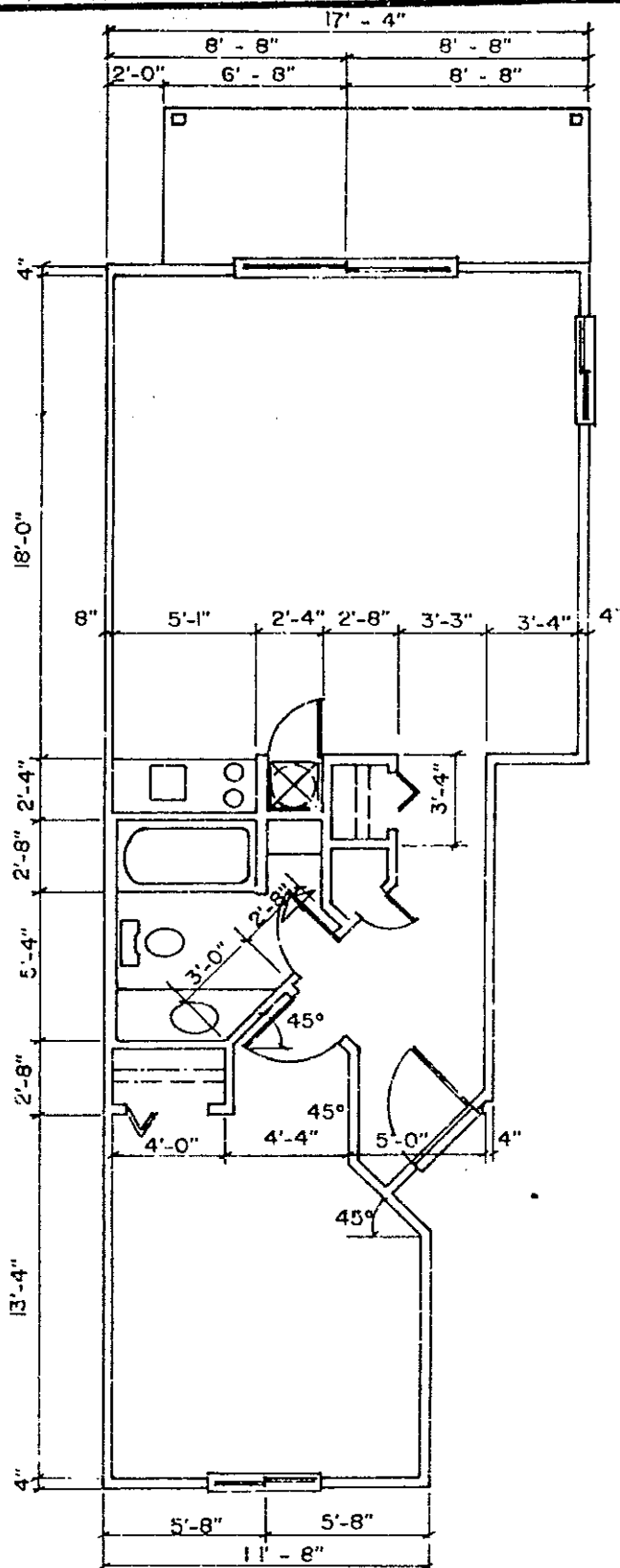
COURT  
FIRST FLOOR PLAN

SHEET 7 OF 13,  
EXHIBIT "B"



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DATE: 12/07/87	TYPE OF SURVEY
SCALE: N.T.S.	DATE: 12-07-87
F.B. PG.	DESCRIPTION: FLOOR PLAN
JOB NO. 85-070-1	
DWN. BY: D.M.W.	



DELUXE COURT

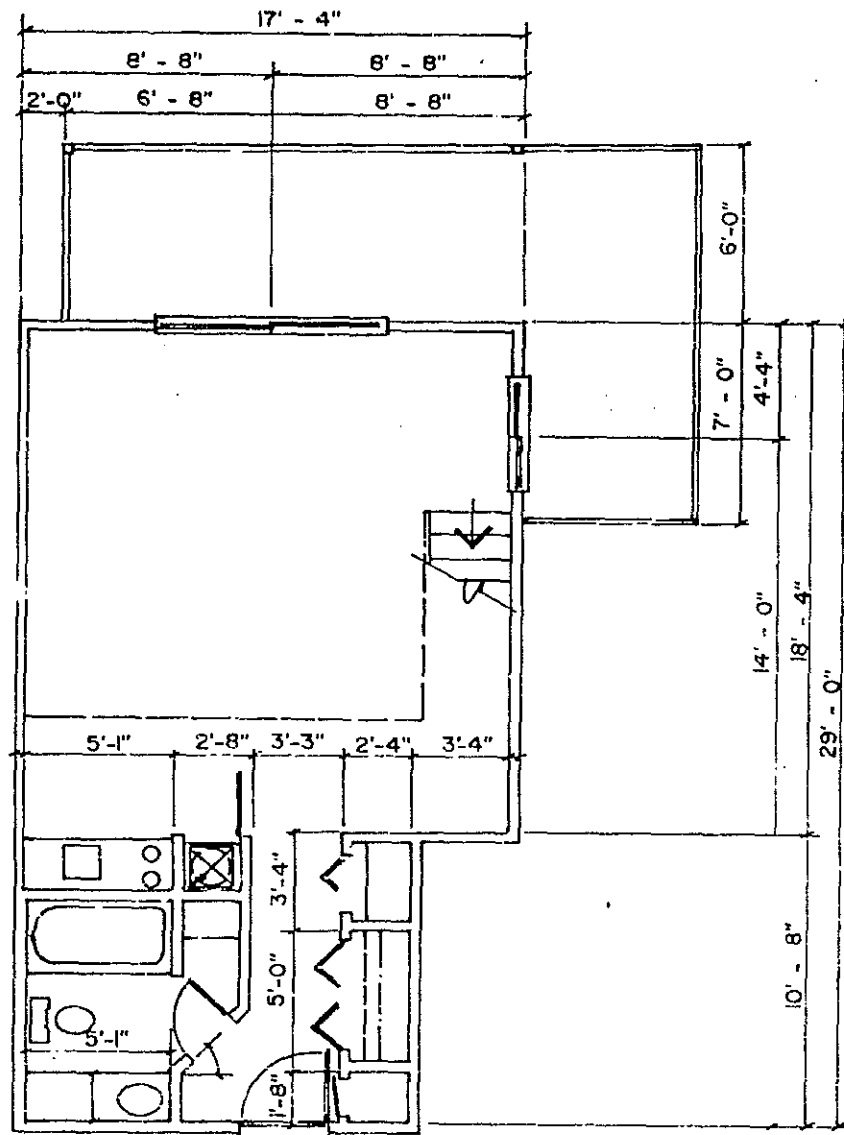
# FIRST FLOOR PLAN

SHEET 6 OF 13  
EXHIBIT "B"



**Tim Gabriel & Associates, Inc.**  
Engineers • Planners • Surveyors  
66 Cina Street • St. Augustine, Florida 32081  
ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
10011 821-0121 • 10041 353-8808 • 12041 563-0010

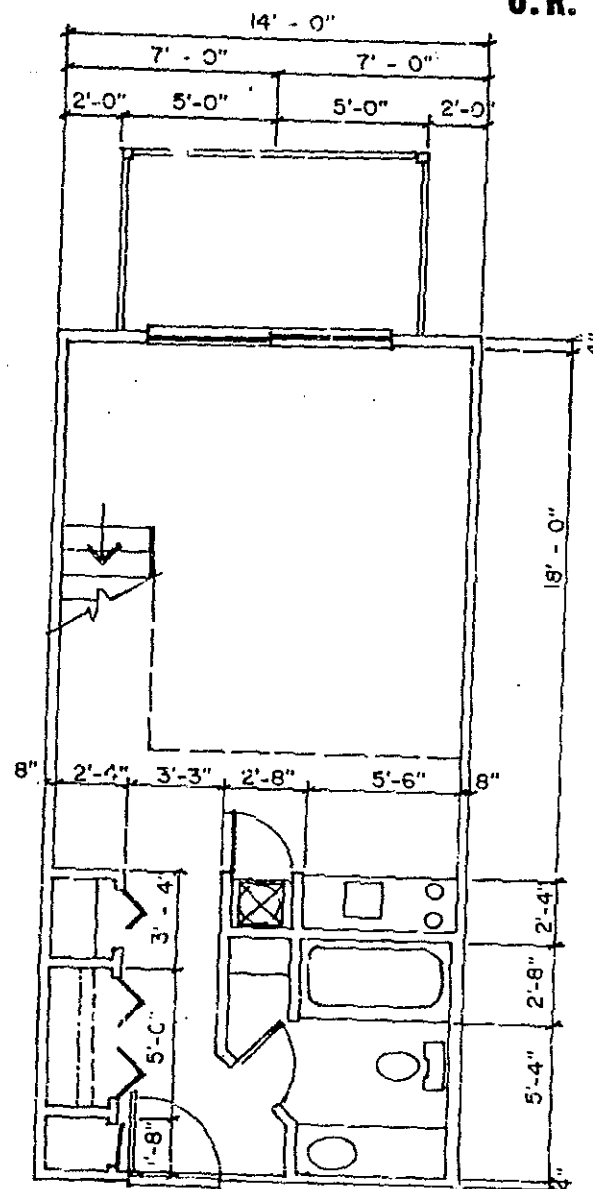
DATE: 12/07/87	TYPE OF SURVEY
SCALE: N.T.S.	DATE: 12-07-87
FB PG	DESCRIPTION: FLOOR PLAN
JOB NO 85-070-1	
DWN. BY: D.M.W.	



DELUXE LOFT (LEVEL 1 OF 2)

**SECOND FLOOR PLAN**SHEET 9 OF 13  
EXHIBIT "B"**Tim Gabriel & Associates, Inc.**Engineers • Planners • Surveyors  
66 Cuna Street • St. Augustine, Florida 32084  
ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
1903) 824-9121 • 1904) 353-6808 • 1904) 563-0010

DATE: 12/07/87	TYPE OF SURVEY	
SCALE: N.T.S.	DATE	DESCRIPTION
F.B. PG.	12-07-87	FLOOR PLAN
JOB NO 85-070-1		
DWN. BY: D.M.W.		



LOFT (LEVEL 1 OF 2)

**SECOND FLOOR PLAN**SHEET 10 OF 13  
EXHIBIT "B"**Tim Gabriel & Associates, Inc.**

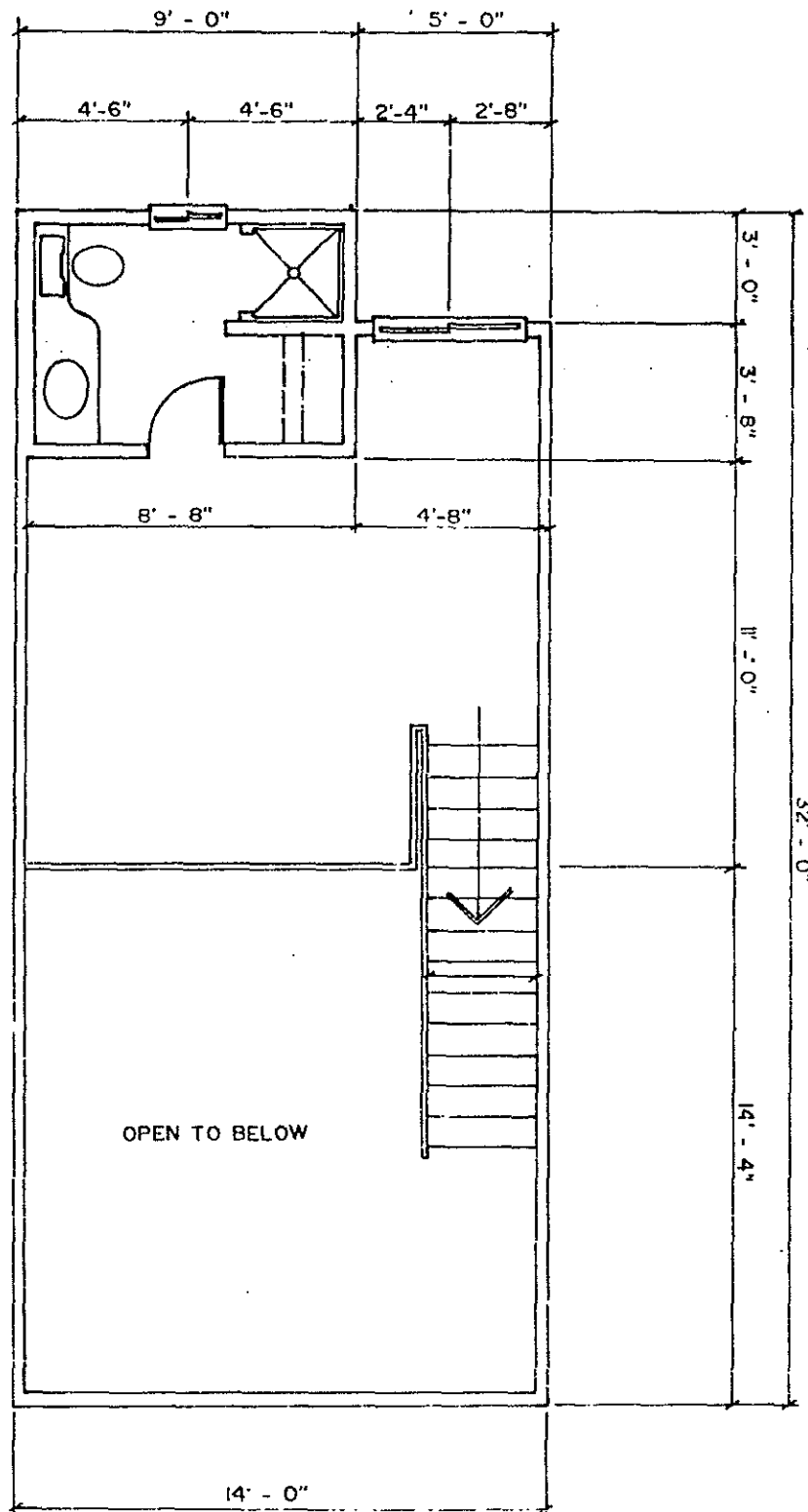
Engineers • Planners • Surveyors

66 Cuna Street • St. Augustine, Florida 32084

ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER

1911) 821-0121 • 1994) 353-6808 • 1994) 567-0010

DATE: 12/07/87	TYPE OF SURVEY
SCALE: N.T.S.	DATE
F.B. PG.	DESCRIPTION
JOB NO 35-070-	12-07-87 FLOOR PLAN
DWN. BY: D.M.W.	



LOFT (LEVEL 2 OF 2)

# THIRD FLOOR PLAN

SHEET 11 OF 13  
EXHIBIT "B"



**Tim Gabriel & Associates, Inc.**

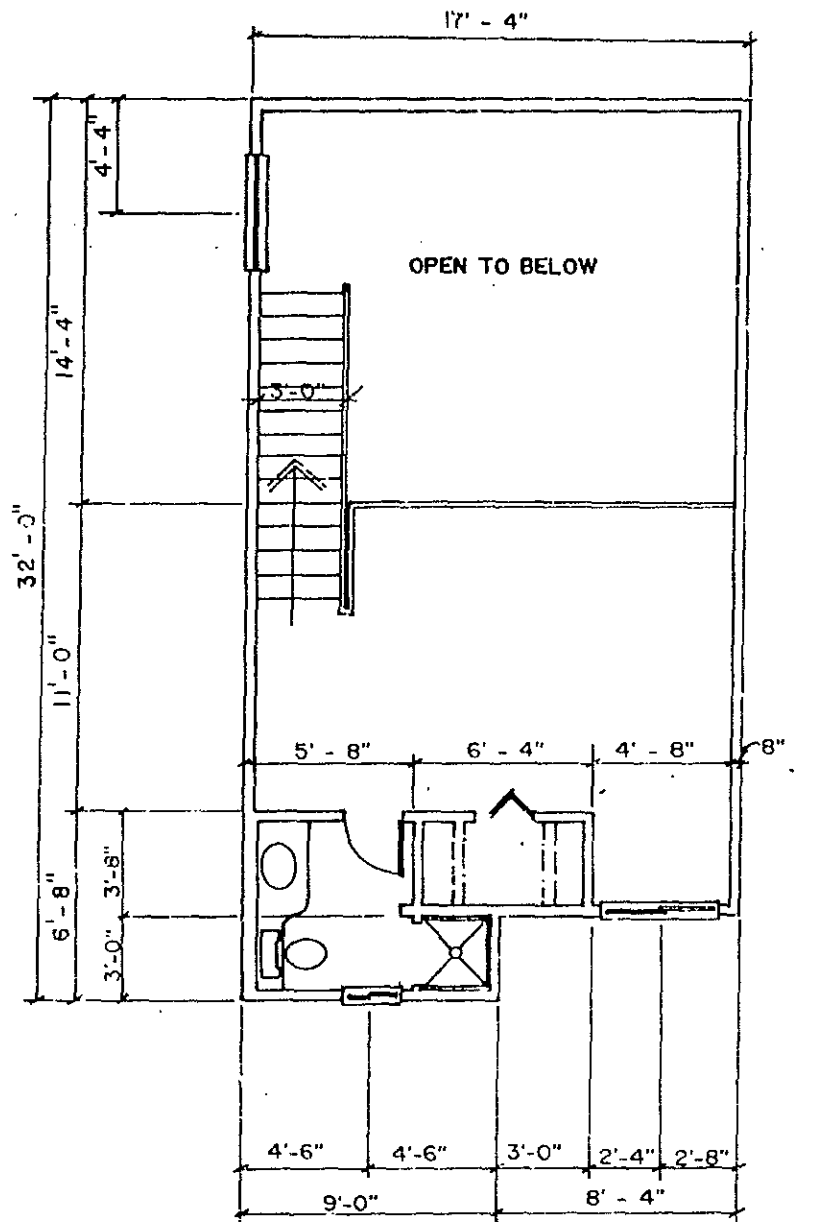
Engineers • Planners • Surveyors

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ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER

(904) 821-0121 • (904) 353-6208 • (904) 563-0010

DATE: 12/07/87	TYPE OF SURVEY
SCALE: N.T.S.	DATE: 12-07-87
F.B. PG.	DESCRIPTION: FLOOR PLAN
JOB NO: 85-070-1	
DWN. BY: D.M.W.	



DELUXE LOFT - DL (LEVEL 2 OF 2)

**THIRD FLOOR PLAN**SHEET 12 OF 13  
EXHIBIT "B"**Tim Gabriel & Associates, Inc.**

Engineers • Planners • Surveyors  
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 ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
 (904) 821-9121 • (904) 353-6808 • (904) 563-0010

DATE: 12/07/87	TYPE OF SURVEY
SCALE: NTS	DATE: 12-07-87
F.B. PG.	DESCRIPTION: FLOOR PLAN
JOB NO: 85-070-1	
DWN. BY: D.W.	

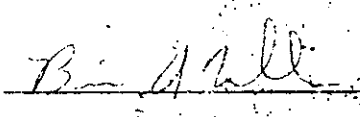
CERTIFICATE OF SURVEYOR FOR  
TENNIS VILLAGE AT THE PONCE,  
A CONDOMINIUM

The undersigned surveyor, who is authorized to practice in the State of Florida as Florida registered land surveyor No. 4436 hereby certifies that the construction of the improvements depicted on the survey, the plot plan, the floor plan and the elevation plan is substantially complete so that the survey, plot plan, floor plan and elevation plan, together with the provisions of the Declaration describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements of each unit can be determined from these materials.

As indicated on the survey, the recreational facilities, and of the buildings and related parking areas and landscaping are complete. The remaining 0 buildings reflected on the attached site plan are not complete.

The undersigned has been paid in full to date and has made separate payment arrangements with the Developer to survey the 0 unconstructed buildings and render a certificate of substantial completion and an updated survey depicting the 0 buildings and related common elements and landscaping as they are completed. The undersigned will complete the surveying and certificates for the remaining buildings without the necessity for the Developer to deposit any funds for such work in the registry of the court.

SIGNED this 30<sup>th</sup> day of November, 1987, by the undersigned surveyor.

  
\_\_\_\_\_  
Florida Registered Land Surveyor  
No. 4436

SHEET 13 OF 13  
EXHIBIT "B"



**Tim Gabriel & Associates, Inc.**

Engineers • Planners • Surveyors

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ST. AUGUSTINE • JACKSONVILLE • CRYSTAL RIVER  
(904) 824-9121 • (904) 353-6808 • (904) 563-4010

DATE: 12-4-87	TYPE OF SURVEY	
SCALE:	DATE	DESCRIPTION
F.B. PG.	12-07-87	
JOB NO. 85-070-1		
DWN. BY:		