

DECLARATION OF CONDOMINIUM

OF

THE GREENS OF ST. AUGUSTINE,

A Condominium

THIS DECLARATION OF CONDOMINIUM made and executed this 26th day of July, 1996, by SWAN DEVELOPMENT CORPORATION, a Florida corporation, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE.

The purpose of this Declaration is to submit the lands described in this instrument and improvements thereon to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use. The provisions of the Condominium Act are hereby adopted and shall govern the condominium and the rights, duties, and

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responsibilities of Unit Owners except where permissive variances appear in the Declaration, Bylaws, or Articles of Incorporation of The Greens of St. Augustine Condominium Association, Inc.

1.1 The name by which this condominium is to be identified is THE GREENS OF ST. AUGUSTINE, a Condominium.

1.2 The address of this condominium is 603 Domenico Circle, St. Augustine, Florida.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Johns County, Florida, as described in Exhibit "A" attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land". The Land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 All provisions of this Declaration shall be construed to be perpetual covenants running with the Land and every part thereof and interest therein, and every condominium parcel owner and claimant of the Land, or any part thereof or interest therein, his heirs, personal representatives, successors and assigns, shall be bound by

all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act or as provided herein. Both the burdens imposed and the benefits of this Declaration shall run with each Condominium Parcel as herein defined.

2. DEFINITIONS.

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws, and Rules and Regulations of THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit Owner.

2.2 "Association" means the corporate entity responsible for the operation of the condominium.

2.3 "Board of Administration" means the board of directors or other representative body responsible for administration of the Association.

2.4 "By-Laws" means the By-laws of the Association existing from time to time.

2.5 "Common Area" means all property from time to time owned by St. Augustine Shores Service Corporation Inc., for the common use and enjoyment of Owners of Lots and Units within St. Augustine Shores.

2.6 "Common Elements" includes within its meaning the following:

2.6.1 The Condominium Property which is not included within the Units.

2.6.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.

2.6.3 An easement of support in every portion of a Unit which contributes to the support of a building.

2.6.4 The property and installation required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

2.6.5 Easements for maintenance of Common Elements.

2.7 "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

2.8 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over Common Expenses.

2.9 "Condominium" or "the Condominium" means THE GREENS OF ST. AUGUSTINE, a Condominium.

2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.11 "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.12 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which this Condominium is created as they are from time to time amended.

2.13 "Declaration of Restrictions - Unit 2 Replat" means the declaration of covenants and restrictions for St. Augustine Shores, Unit 2 replat recorded in Official Records Book 443, Page 643 of the public records of St. Johns County, Florida, as amended from time to time.

2.14 "Developer" means the entity which creates a condominium or offers condominium parcels for sale or lease in the normal course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his owner occupancy. The Developer of this condominium is SWAN DEVELOPMENT CORPORATION, a Florida corporation.

2.15 "Institutional Mortgagee" is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Developer.

2.16 "Lot" or "Lots" means any plot of land shown on any recorded subdivision plat of St. Augustine Shores.

2.17 "Master Association" means the St. Augustine

Shores Service Corporation, Inc., a corporation not for profit organized and existing pursuant to Chapter 617, Florida Statutes, to manage and maintain the Common Area within the St. Augustine Shores, its successors and assigns.

2.18 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.

2.19 "Unit" or "Units" means the part of the Condominium Property which is subject to exclusive ownership.

2.20 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

2.21 "Utility Services" as used in the Condominium Act, as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, hot and cold water, heating, air conditioning, garbage and sewage disposal, and other services required by governmental authorities.

3. DEVELOPMENT PLANS.

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3.1 Improvements.

Three buildings containing thirty-eight (38) Units shall be constructed on the Land. The Units shall be identified as shown on Exhibit "C".

3.2 Combined Units.

Where more than one (1) Unit has been acquired by the same Owner or the Developer and combined into a single unit, the Unit plans as described in Exhibits "D", "E", "F", and "G" may not reflect the interior plans of the combined Units, but the exterior boundaries of the combined Units shall remain the same. Should any Units be combined, combined Units shall exist as separate Units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto. An amendment combining Units as set forth in this paragraph shall require the consent of the record owner of the affected Unit and the record owner of any liens on the affected Units and must be approved by a majority of the owners of all other Units.

3.3 Survey and Site Plan.

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A survey and site plan of the Land comprising the Condominium identifying and locating the Units, Common Elements, and improvements thereon are attached hereto as Exhibit "H". The survey and site plan meet the minimum technical standards set forth by the Board of Professional Land Surveyors as required by the Condominium Act.

3.4 Development Plans.

The development plans of the Condominium, which contain a survey, plot plan, floor plans, the accompanying legends and notes, and the identifying letters, locations, and dimensions of the Units are attached hereto as Exhibits "D", "E", "F" and "G" and by reference made a part hereof. The legal description of each Unit shall consist of the identifying number and letter of such Unit as shown on Exhibit "C". Every Deed, Lease, Mortgage or other instrument shall legally describe a Unit or Condominium Parcel by its identifying letter and each and every description shall be deemed good and sufficient for all purposes.

3.5 Modification

Notwithstanding anything to the contrary contained in the Declaration, the Developer reserves the right to change

the interior designs and arrangement of all Units provided that no change shall increase the number of Units nor alter the boundaries of the Common Elements. If the Developer shall make any such changes in Units, they shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of the Units, and said amendment shall be executed and acknowledged by the Developer, the record owners of the affected Units, and the record owners of all liens on the affected Units and shall be approved by a majority vote of the total voting interests of the Association. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is affected by such alteration, the Developer shall not apportion between the Units the shares in the Common Elements, Common Expenses, and Common Surplus, and such shares of Common Elements, Common Expenses, and Common Surplus shall remain unchanged in the amendment of this Declaration unless all Unit Owners approve the amendment changing the shares.

4. UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS.

4.1 Unit Boundaries.

The boundaries of each unit shall be as follows:

4.1.1 Upper and Lower Boundaries.

The upper and lower boundaries of the units shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1(a) Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.1(b) Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.1.2 Perimetrical Boundaries.

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries, together with the attached covered patio as described in Section 4.1.4.

Where a wall separating two adjacent Units has been removed pursuant to Section 3.2, the Units shall exist as separate Units for the purpose of applying this Declaration as if the interior dividing wall had

not been removed. Notwithstanding the foregoing, the perimetrical boundaries of such combined Units shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the combined Units, extended to intersections with each other and with the upper and lower boundaries.

4.1.3 Boundaries - Further Defined.

The boundaries of the Unit shall not include:

4.1.3(a) All of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls;

4.1.3(b) Those surfaces above the undecorated finished ceilings of each unit; and

4.1.3(c) Those surfaces below the undecorated finished floor of each unit;

and shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units, or for the Common Elements.

4.1.4 Patios and Balconies.

The patios and Balconies that may be shown on Exhibits "D", "E", "F" and "G" shall be included in the Unit to which they are appurtenant. The boundaries of the balconies and patios shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the Units shall include the railing and the boundary shall be the exterior surface of the railing.

4.2 Common Elements.

The Common Elements of the Condominium consist of all of the real property, improvements, and facilities of the Condominium other than the Units and the Limited Common Elements as the same are defined in this Declaration. The Common Elements shall include easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, Limited Common Elements, and Common Elements and easements of support in every portion of a Unit which contributes to the support of improvements. The Common Elements shall also include all personal property held and maintained by the Association for the joint use and enjoyment of all the Owners of the Units.

5. PHASE DEVELOPMENT.

The Developer hereby reserves the right to develop the Condominium in four (4) phases. The first phase, consisting of three (3) buildings containing a total of thirty-eight (38) Units, is being submitted to condominium ownership herewith. The land which may become part of the condominium if Phases II, III, and IV are developed and on which each phase is to be built is described on Exhibit "I", which also shows the approximate location of all proposed buildings that may ultimately be constructed as part of this Condominium. The Developer reserves the right to make non-material changes in the legal descriptions of each phase and shall have absolute discretion as to whether or not to proceed with the development of any phase. If additional phases are added, such phases shall be added within seven (7) years from the date this Declaration is recorded.

5.1 Number of Additional Buildings and Units.

Phase II, if constructed, shall consist of three (3) buildings containing a total of forty-two (42) Units. The minimum number of Units in Phase II shall be thirty-seven (37) and the maximum shall be forty-six (46). Phase III, if constructed, shall consist of three (3) buildings containing a total of forty-two (42) units. The minimum number of Units in Phase III shall be twenty-eight (28) and the maximum shall

by thirty-four (34). Phase IV, if constructed, shall consist of four (4) buildings containing a total of forty-eight (48) units. The minimum number of Units in Phase IV shall be forty-two (42) and the maximum shall be fifty-two (52). The minimum size of the units which will be included in the buildings in each phase is 1,000 square feet, and the maximum size is 1,700 square feet.

5.2 Percentage Ownership in Common Elements and Share of Common Expenses.

In the event and upon the submission of any additional phase or phases, each unit's percentage of ownership in the common Elements and manner of sharing Common Expenses and owning Common Surplus shall be recomputed and shall be based on a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Units in the Condominium after the addition of each phase.

5.3 Additional Common Facilities.

If Phase III is added, a swimming pool shall be constructed as a Common Element. The pool shall be 50 feet in length and 30 feet in width and shall have a capacity of 150 persons. It shall be surrounded on all sides by a pool deck 16 feet in width with a capacity of 350 persons. No

additional Common Elements are to be provided as each phases is added other than sidewalks, landscaping, drives, and parking areas serving the added phase.

5.4 Ownership in the Association and Voting Rights.

If additional phases are added, each Unit's percentage membership and voting rights in the Association shall be equal to its percentage of ownership in the Common Elements as computed in accordance with Section 5.2.

6. OWNERSHIP.

6.1 Type of Ownership.

Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

6.2 Association Membership.

The Owners of record of Units shall be members of the Association as more fully set forth in Section 13.

6.3 Unit Owner's Rights.

The Owner of a Unit is entitled to the exclusive possession of his Unit. The space within any of the Units

shall not be further subdivided. The Unit Owner shall be entitled to use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created. Each Unit Owner shall take title to his Condominium Parcel subject to this Declaration, the Declaration of Restrictions - Unit 2 Replat, the non-exclusive easements specified in Section 12, and a non-exclusive easement reserved by the Developer over and across the Common Elements for ingress and egress, drainage, and installation of utilities.

6.4 Register of Owners

The Association shall at all times maintain a register setting forth the names of all Owners of Units and all holders, insurers, and guarantors of mortgages on Units who have notified the Association in writing of their names and addresses.

6.5 Time Share Prohibited.

There are no time share estates created by this Condominium nor will any be created in this Condominium.

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7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The fee title to each Condominium Parcel shall include both the Condominium Unit and an undivided interest in the Common Elements; said undivided interest in the Common Elements is deemed to be conveyed or encumbered with its entire respective Condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title to the Condominium Unit or a portion of the space within a Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate or any action to partition the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

Each Unit Owner shall own an undivided one-thirty-eighth (1/38th) share in the Common Elements of the Condominium.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

9.1.1 By the Association.

The Association shall maintain, repair, and replace at the Association's expense:

9.1.1(a) All portions of the condominium building contributing to the support of the building, which portions include, but are not limited to, the outside walls of the building and all fixtures on its exterior; those portions of boundary walls not a part of a Unit; floor and ceiling slabs; load-bearing columns; and load-bearing walls.

9.1.1(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the Common Elements or portions of a Unit maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained excepting those items required to be maintained by the Unit Owner in Section 9.1.2.

All incidental damage caused to a Unit by the

work described in this Subsection 9.9.1 shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner.

The Unit Owner shall maintain, repair, and replace at his expense:

9.1.2(a) His Unit, its equipment and appurtenances, including all windows and all exterior doors (including sliding glass doors); all air conditioning and heating equipment, fans, and other appliances and equipment (including pipes, wiring, ducts, fixtures and their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit) which now or may hereafter be situated in his Unit; and air conditioning equipment serving his Unit, even if such equipment is not located within his Unit; and the portions of any entry ways or patios or balconies appurtenant to his Unit as set forth in Section 4.1.4; all of which items shall be considered Limited Common Elements and not Common Elements to be maintained by the Association.

9.1.2(b) Any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such Owner may desire to place and maintain in his Unit.

9.1.2(c) Plumbing and electrical fixtures and equipment located within a Unit and exclusively servicing a Unit.

The Owner shall promptly perform all maintenance and repair work within the Unit which, if omitted, would affect the Condominium or any part thereof and shall be expressly responsible for the damages and liability resulting from his failure to do so. The Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.2 Common Elements.

The maintenance and operation of the Common Elements, including the repair, maintenance, and replacement of landscaping and other improvements and facilities and painting and cleaning all exterior portions of the building shall be the responsibility of the Association as a Common

Expense.

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The Condominium Association shall determine the exterior color scheme of all buildings in the Condominium and shall be responsible for the maintenance thereof. Any change to the exterior color scheme must also be approved by the Master Association. No Owner shall paint an exterior wall, door, window, patio, or other exterior surface at any time without the written consent of the Condominium and Master Associations.

9.3 Alteration and Improvement.

Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any additions or alterations to or remove any portion of a Unit that are to be maintained by the Association, or do anything that would jeopardize the safety or soundness of the building or impair any easement without obtaining the written approval of the Owners of all Units in the Building, the Board of Administration and, unless all of the Units held by Developer for sale in the normal course of business have been sold and closed, the Developer. A Unit Owner may not paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium building or Property.

After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements other than routine items of maintenance without prior approval in writing by a majority of the members of the Association. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent. The cost of any such alteration or improvement shall be assessed as a Common Expense.

9.4 Land Acquisition.

Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes a description of the acquired land and which submits the land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of St. Johns County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests title in the Unit Owners without naming them and without further conveyance in the same

undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

9.5 Land Not Incorporated.

Any land acquired by the Association that is not incorporated into the Land by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association.

9.6 Personal Property.

Any personal property acquired by the Association may be sold, mortgaged, or otherwise disposed of by the Association.

9.7 Enforcement of Maintenance.

The Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to Unit or Units.

In the event the Owner of a Unit fails to maintain a Unit as required by this Declaration or makes any

structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall also have the right to charge the Owner the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration.

In the event a Unit Owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entering the subject Unit with or without the consent of the Unit Owner and repairing or maintaining any item requiring same. Such Unit Owner shall be responsible for all expenses incurred in remedying a violation of this section.

9.8 Casualty Loss.

Where loss, damage, or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a Unit or not, whether a fixture or equipment attached to the Common Elements or attached to and completely located inside a Unit, and such loss, damage or destruction is insured for such casualty under the terms of

the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage, or destruction are insufficient for restoration, repair, or reconstruction, all the Unit Owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage, or destruction is to a part of the building or to fixtures or equipment which it is a Unit Owner's responsibility to repair.

9.9 Maintenance Contracts.

The Board of Administration may enter into a contract with any firm, person, or corporation for the maintenance and repair of the Condominium Property and may join other condominium associations in any such contracts.

10. USE OF CONDOMINIUM PROPERTY.

The use of the Condominium Property shall be in accordance with the Declaration of Restrictions - Unit 2 Replat and the following provisions:

10.1 Units.

10.1.1 Occupancy.

Each of the Units shall be occupied only

by the Owner or Owners, and their immediate family members, guests, and invitees. Each three-bedroom, two-bath Unit is hereby restricted to no more than six (6) occupants. Each two-bedroom, two-bath Unit is hereby restricted to no more than four (4) occupants.

10.1.2 Rental.

The Unit may be rented, provided the occupancy is only by one (1) lessee and members of his immediate family and guests. Each rental period must be a minimum of six (6) months in duration. The tenant shall have all use rights in the Condominium Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the Unit Owner as landlord set forth in Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of Condominium Property and Common Elements by a Unit Owner and his lessee. No rooms may be rented and no transient tenants may be accommodated. No lease of a Unit shall release or discharge the Owner thereof of compliance with this

Section or any of his other duties as a Unit Owner. Time sharing of Units is prohibited. Ownership of a Unit on a monthly or weekly time sharing program is prohibited. Subleasing of Units is prohibited. All leases must be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association.

10.1.3 Nuisances.

No nuisances nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents shall be allowed to be committed or maintained on the Condominium Property. 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 any fire hazard allowed to exist.

10.1.4 Immoral Conduct.

No immoral, improper, or offensive use shall be made of the Condominium Property or any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the

Condominium Property shall be observed.

10.1.5 Rules and Regulations.

Reasonable rules and 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 rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners upon request.

10.1.6 Entry by Association.

The Association may enter any Unit in accordance with Sections 10.7 and 10.8 of this Declaration.

10.1.7 Signage.

No signs, advertisements, or notices of any type shall be displayed from a Unit or on Common Elements and no exterior antennas and aerials or other devices for radio or television transmissions shall be erected on the Common Property or the exterior of any Unit. This subsection shall not apply to the Developer.

10.1.8 Walkways.

An Owner shall not place or cause to be placed in the walkways or in or on any other Common Areas, facilities, or Common Elements, including stairs or stairwells, any furniture, packages, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

10.1.9 Balconies.

It is prohibited to hang garments, towels, rugs, or other items from windows, patios, balconies, or from any of the facades of the buildings.

10.1.10 Parking.

No automobile parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including, but not limited to, trucks, motorcycles, recreational vehicles, motor homes, trailers, and boats, will be parked or placed upon such portions of the Condominium Property unless permitted by the Board of Administration. No parking space shall be used by any other person other than an occupant of the Condominium who is an actual resident or by a guest or visitor and

by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

10.1.11 Use by Developer.

Neither other Unit Owners nor the Association shall interfere in any manner whatsoever with the sale by the Developer of its remaining Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including, but not limited to, maintenance of a sales office, model Units, the showing of the property, the display of signs, and the rental of such unsold Units.

10.1.12 Pets.

No more than two (2) pets shall be allowed to be kept in any Unit. The weight of any pet may not exceed thirty-five (35) pounds. No pet shall be allowed that is dangerous or a nuisance to other Unit Owners. All pets must be kept on a leash while outside the Owner's Unit. Each pet owner shall be responsible for cleaning up after his pet in the Common Elements.

10.1.13 Patios and Balconies.

No Unit Owner shall allow anything whatsoever

to hang or fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces, porches, elevators, or ventilators, of the building or elsewhere in the building or upon the grounds. A Unit Owner shall not place, store, or use any item other than standard patio chairs, tables, and furnishings on any patio, balcony, terrace, or porch without the approval of the Association. Gas or electric grills are permitted on patios or balconies but charcoal grills are prohibited.

10.1.14 Lighting.

No external lighting shall be installed on the Common Property or any Unit without the prior approval of the Board of Administration. No lighting shall be installed which alters the residential character of the Condominium.

10.1.15 Alterations.

No Owner of a Unit shall make any structural modifications or alterations to the Unit. No Owner shall cause any improvements or changes to be made on or

to the exterior of the Condominium buildings, including painting or other decoration or the installation of awnings, shutters, electrical wiring, air conditioning units, or other items which might protrude through or be attached to the walls of the Condominium building. No Owner shall in any manner change the appearance of any portion of the Condominium building not wholly within

boundaries of his Unit. The Association will permit the installation of storm shutters or permanent enclosures by individual Owners provided the shutters or glass enclosures comply with the specifications adopted by the Board of Administration and further provided that the Unit Owner obtains the written approval of the Board of Administration prior to the installation of such storm shutters or glass enclosures.

10.2 Common Elements and Limited Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

10.3 Nuisances.

No nuisance shall be allowed on the Condominium

Property nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and residential use of the property by its Owners be permitted. All parts of the Condominium Property shall be kept in clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

10.4 Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The party having responsibility for the maintenance and repair of any portion of the Condominium Property shall also be responsible for meeting the requirements of governmental bodies applicable to the maintenance, modification, or repair of that portion of the Condominium Property.

**10.5 Additions, Alterations, or Improvements
by Association.**

Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, alterations, or improvements (in addition to the usual items of maintenance), and the making of such additions, alterations, or improvements shall have been approved in writing by a majority of the Unit Owners and the Developer (if the Developer holds one or more Units for sale in the ordinary course of business), the Board of Administration shall proceed with such additions, alterations, or improvements and shall specially assess all Unit Owners for the cost thereof as a Common Expense. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

10.6 Developer's Use of Condominium Property.

Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this Condominium, neither the Unit owners nor the Association, nor the use of the Condominium Property by any

person or entity, shall interfere with the completion of all contemplated improvements and the sales of all Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

10.7 Right of Entry into Unit in Emergencies.

In case of an emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Association shall have an immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency. To facilitate entry in the event of any such emergency, the Association may require the Owner of each Unit to provide the Association with a key to such Unit.

10.8 Right of Entry for Maintenance of Common Property.

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, or repair to any portion of the Condominium Property, the Owner of each Unit shall permit an agent of the Association to enter such Unit for such purposes, provided that such entry shall be made

only at reasonable times and with reasonable advance notice.

11. RECREATIONAL FACILITIES.

In the event the Developer adds Phase III to this Condominium, the Developer shall construct one unheated outdoor swimming pool that shall be reserved for the use and enjoyment of all Owners of Units in the Condominium. The swimming pool shall be 50 feet in length, 25 feet in width, and shall have a capacity of 26 persons.

12. EASEMENTS.

Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and united use and purpose, and shall survive the termination of the Condominium and the exclusion of any Lands from the Condominium:

12.1 Utilities.

As may be required for utility services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed unless approved, in writing, by the Unit Owner.

12.2 Pedestrian and Vehicular Traffic.

For pedestrian traffic over, through, and across sidewalks, paths, lanes and walks, and for vehicular traffic over and across all parking areas, streets, and rights of way serving Units of the Condominium and providing access to streets and other public ways of St. Johns County as the same may from time to time exist.

12.3 Support.

Of support for the benefit of all other Units and Common Elements in the building. Such easement shall burden every portion of a Unit contributing to the support of the Condominium Building or an adjacent Unit.

12.4 Perpetual Non-Exclusive Easement in Common Elements.

Over the Common Elements in favor of all of the Owners of Units in the Condominium for their use and the use of their guests for all proper and normal purposes, and for the furnishing of services and facilities for the enjoyment of said Owners. Such easement shall be perpetual and non-exclusive.

12.5 Easement for Unintentional and Non-Negligent Encroachment.

In the event that any Unit shall encroach upon any

of the Common Elements for any reason not caused by purposeful or negligent act of the Unit Owner or his agent, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist. In the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

12.6 Air Space.

For the exclusive use of the air space occupied by a Condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.

12.7 Easements for Encroachments.

For encroachments by the perimeter walls, ceilings, and floor surrounding each Unit.

12.8 Easement for Overhangs.

For overhanging troughs, gutters, or downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units or any of them.

12.9 Easement for Air Space of Common Elements.

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto situated in or on Common Elements of the Condominium but exclusively serving an individually owned Unit as the same exists in and on the land. This exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

13. ASSOCIATION.

In order to provide for the proficient and effective administration of this Condominium by the Owners of Units, a non-profit corporation known and designated as THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida. This corporation shall operate and manage this Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration of Condominium and the Association's By-Laws and Rules and Regulations as promulgated by the Association from time to time.

13.1 Articles of Incorporation.

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "J".

13.2 By-Laws.

The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached hereto as Exhibit "K".

13.3 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 to Unit Owners 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.

13.4 Restraint Upon Assignment of Shares in Assets.

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Unit.

13.5 Membership.

The Developer and all record Owners of all Units in this Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. There shall be one (1) membership for each Unit and, if there is more than one (1) record Owner per Unit, then such membership shall be divided among such Owners in the same manner and proportion as their ownership in the Unit. Membership shall be established by acquisition of Ownership of fee title to, or fee interest in, a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of this Declaration, and by the recordation in the Public Records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior Owner as to the parcel designated shall be terminated.

13.6 Voting.

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. Where a Unit is owned by the Association, no vote

shall be allowed for such Unit. Where a Unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Unit until such authorization is changed in writing. The term "Owner" as used herein shall be deemed to include the Developer.

13.7 Master Homeowners' Association.

The operation and management of the Common Area lying within St. Augustine Shores shall be administered by The St. Augustine Shores Service Corporation, Inc., a non-profit corporation organized and existing under the laws of the State of Florida ("the Master Association"). The Declaration of Restrictions - Unit 2 Replat provides that all Owners of Lots or Units within St. Augustine Shores shall be members of the Master Association. Said Declaration further provides for the payment of annual and special assessments to the Master Association by the Owners of Units and for the placement and enforcement of liens upon Units in the event of non-payment of said Assessments. A copy of the 1996 operating budget for the Master Association is attached as Exhibit "M".

13.8 Board of Administration.

13.8.1 Qualifications.

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All of the affairs, policies, regulations, and property of the Association shall be controlled and governed by the Board of Administration which shall be elected annually by the members entitled to vote as provided in the By-Laws. Each Director shall be the Owner of a Unit (or a partial Owner of a Unit where such Unit is owned by more than (1) individual, or if a Unit is owned by a corporation, including the Developer, any duly elected officer or officers of such corporation). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

13.8.2 Election.

The Owners shall place members on the Board of Administration in accordance with the following schedule:

13.8.2(a)

When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the members of

the Board of Administration.

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13.8.2(b)

Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration on the earlier of:

(i) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(ii) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iii) When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the

ordinary course of business;

(iv) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(v) Seven years after recordation of this Declaration of Condominium creating Phase I of the Condominium; or

(vi) At such time as Developer elects to terminate its control of the Association.

13.8.2(c)

The Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

14. INSURANCE.

The insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

14.1 Authority to Purchase.

All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners.

14.2 Insurance Trustee.

The Association may name as an insured, on behalf of the Association, the Association's authorized representative (the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform other functions as are necessary to accomplish this purpose.

Each Unit Owner, by acceptance of a deed conveying a Unit in the Condominium, hereby appoints the Association or any insurance trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, collecting and disposing of the proceeds thereof, negotiating losses and executing releases of liability, executing all documentation, and the performance of all other acts necessary to accomplish such purpose.

14.3 Coverage.

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14.3.1 Casualty.

All buildings and improvements upon the Land, including Units and all personal property of the Association included in the Condominium Property, are to be insured in an amount equal to the maximum insurable replacement value, excluding land, foundation and excavation costs, as determined annually by the Board of Administration, and all such insurance must be obtained, if possible, from the same company. Such coverage shall, at a minimum, provide protection against:

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

14.3.1(b) Flood disaster insurance, if the condominium property is located in an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP). Such policy shall, at minimum, provide coverage in an amount equal to the lesser of

14.3.1 (b)(i) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or

14.3.1 (b)(ii) one hundred percent (100%) of the current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administration.

14.3.1(c) Such other risks as from time to time shall be customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, vandalism and malicious mischief and all perils normally covered by the "all-risk" endorsement.

14.3.1(d) In the event the Condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount

not less than \$100,000 per accident per location (or such greater amount as deemed prudent based upon the nature of the property).

14.3.1(e) If available, the policy shall include a construction cost endorsement (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement, and an increased cost of construction endorsement) if the Condominium is subject to a construction code provision that would become operative and require changes to undamaged portions of the building, thereby imposing significant costs in the event of partial destruction of the Condominium by an insured hazard. The deductible may not exceed \$5,000.00 except for damage caused by wind storm, in which event the deductible may be greater.

In addition, such policies shall include an "agreed amount endorsement" and, if available, an "inflation guard endorsement".

14.3.2 Public Liability.

The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned or leased by the

Association, if any, and public ways of the Condominium. Coverage limits shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies shall provide that they may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

14.3.3 Workers' Compensation.

As shall be required to meet the requirements of law.

14.3.4 Fidelity Bonds.

Blanket fidelity bonds shall be maintained by the Association for all officers, Directors, and employees of the Association and all other persons who

control or disburse funds of the Association. If a management agent has the responsibility for controlling or disbursing funds of the Association, the management agent shall maintain, at its own expense, fidelity bond coverage for its officer, employees, and agents who control or disburse funds of the Association. Such fidelity bonds shall name the Association as an obligee and the Association shall bear the cost of such bonding, except the cost of bonds maintained by a management agent, as a Common Expense. The principal amount of such bond shall be \$10,000 for each such person if the Association's annual gross receipts do not exceed \$100,000; \$30,000 for each such person if the Association's annual gross receipts exceed \$100,000 but do not exceed \$300,000; or \$50,000 if the Association's annual gross receipts exceed \$300,000. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar defenses. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable.

14.3.5 Association Insurance.

The Association shall maintain such other insurance as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' Liability Insurance or other insurance that an Institutional Mortgagee may reasonably require.

14.4 Premiums.

Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be deemed a Common Expense.

14.5 Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to the Insurance Trustee designated by the Association as provided herein.

14.5.1 Common Elements.

Proceeds on account of Common Elements shall be held in as many undivided shares as there are Units in each building, the shares of each Unit Owner being

the same as his share in the Common Elements, as same are hereinabove stated.

14.5.2 Units.

Proceeds on account of Units shall be held in the following undivided shares:

14.5.2(a) Partial Destruction.

When the building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

14.5.2(b) Total Destruction.

When the building is not to be restored, for the Owners of all Units in the damaged building in proportion to their share of the Common Elements appurtenant to their Unit.

14.6 Association as Agent.

The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

14.7 Unit Owner's Obligations.

Each Unit Owner shall, at his expense, purchase

public liability insurance to protect himself against claims due to accidents within his Unit and casualty insurance on the floor coverings, wall coverings, ceiling coverings, and contents of said Unit.

All such insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same loss without rights of subrogation against the Association.

14.8 Qualifications of Insurance Carrier.

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide shall be used.

14.9 Escrow for Insurance Premiums.

Any Institutional First Mortgagee holding a mortgage upon a Unit in the Condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being

understood that the Association shall deposit in an escrow depository satisfactory to such Institutional First Mortgagee or Institutional First Mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor, so that there shall be on deposit in said escrow account, at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee who first held a first mortgage encumbering a Condominium Parcel, then said Institutional Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate. Said Mortgagee shall be subrogated to the Assessments and lien rights of the Association as against individual Unit Owners for the payment of such items of Common Expense.

If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel, and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner

of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.

15. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION.

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 hereby appoints the Association as attorney-in-fact for such purpose.

15.1 Substantial Loss

In the event any loss, damage, or destruction to the insured premises is substantial (as such term "substantial" is hereinafter defined), the Association shall appoint a trustee to act on behalf of the Unit Owners in carrying out the above functions in lieu of the Association. In the event of a taking or acquisition of part of all of the Common Elements by a Condominium authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for Unit Owners and their first mortgage holders as their interests may appear.

Substantial loss, damage, or destruction as the

term is herein used shall mean any loss, damage, or destruction sustained to the insured improvements which would require an expenditure of sums in excess of fifty (50%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing in order to restore, repair, or reconstruct the loss, damage or destruction sustained.

If substantial loss, damage, or destruction shall be sustained to the Condominium improvements, and at a special members' meeting called for such purpose the owners of a majority of the Units in the Condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the Condominium shall be terminated; provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering Units.

15.2 Less than Substantial Loss

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage, or destruction is replaced, repaired, or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association; provided, however, that any repair and restoration on account

of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

In the event damage sustained to the improvements is less than substantial as defined above, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by its Directors. The Board of Administration shall not be required to use such insurance proceeds to be made available to the Association prior to completion of any necessary restoration, repairs, or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs, and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining a construction loan from other sources obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstructions or the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty shall be commenced and completed as expeditiously as reasonably possible, and must be substantially in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative

locations and approximate dimensions of the Common Elements and of any Unit unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the Condominium improvements and the insurance proceeds have not been paid into a construction loan fund as provided in this section, and where a restoration, repair, or reconstruction has not been commenced, an Institutional Mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a Unit shall be entitled to receive that portion of the insurance proceeds apportioned to said Unit in the same share as the share in the Common Elements appurtenant to said Unit.

15.3 Assessments.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for payment of the costs thereof are insufficient, the Unit Owners who own the damaged Units may be charged for the cost of reconstruction and repair. In the case of damage to the Common Elements, all Unit Owners may be assessed in sufficient amounts to provide funds to pay the estimated costs. Charges for damage to Units shall be in proportion to the cost of reconstruction and repair of each Unit Owner's respective damaged Unit. Assessments on account of damage to the Common Elements shall be in proportion to

the Owner's share in the Common Elements.

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16. COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS.

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

16.1 Share of the Common Expenses and Common Surplus.

The Common Expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the percentage of the undivided share in the Common Elements appurtenant to said Unit as set forth in Section 8 above.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage liability for Common Expenses.

16.2 Determination.

The Board of Administration shall propose annual budgets, including a Common Expense budget, in advance for each fiscal year. These budgets shall contain estimates of the cost of performing the functions of the Association. The

Common Expense shall include, without limitation, the estimated amounts necessary for maintenance and operation of Common Elements and Limited Common Elements, landscaping, streets and walkways, office expense, utility services, replacement reserves, casualty insurance, liability insurance, and administration salaries. The failure of the Board of Administration to include any item in the annual budget shall not preclude it from levying an additional Assessment in any calendar year for which the budget has been projected. In determining the Common Expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected Common Expenses for the year. A copy of the proposed initial annual budget for the Condominium is attached as Exhibit "L".

After adoption of the budgets and determination of the annual Assessments per Unit, as provided in the By-Laws, the Association shall assess such sums by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual Assessments shall be due and payable in advance to the Association on the first day of each month.

16.3 Developer

The Developer shall be excused from the payment of

its share of the Common Expenses and Assessments on Units it owns in the Condominium for the period of time commencing with the date of the recording of the Declaration until the Unit Owners other than the Developer elect the majority of the members of the Board of Administration in accordance with Section 16.8.2(b). During this period of time the Developer guarantees that the Assessments for Common Expenses of the Condominium imposed upon all Units in the Condominium shall not exceed Two Thousand Four Hundred and 00/100 Dollars (\$2400.00) per annum per Unit and agrees to pay when due any amount of Common Expenses incurred during said period of time and not produced by the Assessments at the aforesaid guaranteed level receivable from other Unit Owners.

16.4 Initial Contribution.

Each initial Unit Owner other than the Developer shall pay at closing an initial contribution to both the Master and Condominium Associations' operating accounts in an amount at least equal to two months' maintenance fees for the Unit. These fees shall not be credited against the regular Assessments for the Unit and may be used for any purpose related to the operation of the Condominium.

16.5 Special Assessments

Special Assessments may be made by the Board of Administration from time to time to meet other needs or

requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs, or replacement of Association or Condominium Property and infrequently recurring items of maintenance. However, any special Assessments which are not connected with an actual operating, managerial, or maintenance expense of the Condominium shall not be levied without the prior approval of the members owning a majority of the Units in the Condominium.

16.6 Non-Waiver.

The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessment is made.

16.7 Interest, Late Fees and Application of Payments.

The record Owner of each Units shall be personally liable, jointly and severally, to the Association for payment of all Assessments, whether regular or special, and for all costs of collecting delinquent Assessments. Assessments and installments on such Assessments paid on or before thirty (30) days after the date when due shall not bear interest but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due

until paid. In addition, a late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the Assessment installment shall be charged and collected when any Assessment installment is not paid on or before fifteen (15) days after the date when due. All payments upon account shall be first applied to interest, late fees, costs and attorneys' fees incurred in collection, and then to the Assessment payment first due.

16.8 Lien for Assessments.

The Association shall have a lien on each Condominium Parcel for any unpaid Assessments and all interest due thereon and the costs of collecting such charges. Additionally, reasonable attorneys' fees at all levels of the proceedings incident to the collection of such Assessment or the enforcement of such lien shall be payable by the unit Owner and secured by such lien.

16.9 Collection and Foreclosure.

The Board of Administration may take such action as it deems necessary to collect Assessments, including bringing an action for damages against the Unit Owner or by enforcing and foreclosing its lien, and may settle and compromise same if in the best interests of the Association. The Association's lien for Assessments described in Section 16.8 shall be enforced and foreclosed in the manner provided for

by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a lawsuit to foreclose an Assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of a foreclosure lawsuit, the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel during the period in which he is in default. The plaintiff in a foreclosure lawsuit shall be entitled to the appointment of a Receiver to collect such rents from the Unit Owner or occupant.

16.10 Liability of Mortgagee, Lienor or Purchaser for Assessment.

A Unit Owner, regardless of how title is acquired, including by purchaser at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments coming due while he is the owner of a Unit. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. A first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, such liability is limited to the lesser of the unpaid Common

Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or one percent (1%) of the original mortgage debt. The provisions of this paragraph limiting a mortgagee's liability shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. The provisions of this paragraph shall not apply if the unpaid assessments sought to be recovered are secured by a lien recorded prior to the recording of the mortgage.

16.11 Assignment of Claim and Lien Rights.

The Association shall have the right to assign its claim to and lien rights for the recovery of any unpaid Assessments to the Developer, any Unit Owner or group of Unit Owners, or any third party.

16.12 Certificate of Unpaid Assessments.

Any Unit Owner and any holder of a mortgage on a Unit shall have the right to require from the Association a certificate showing the amount of unpaid Assessments against that Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

17. COMPLIANCE AND DEFAULT.

O.R. 1187 PG 0349

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Declaration of Covenants and Restrictions of St. Augustine Shores, the Articles and By-Laws of The Greens of St. Augustine Condominium Association, Inc., and The St. Augustine Shores Service Corporation, Inc., the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners relief as set forth in this section in addition to the remedies provided by the Condominium Act.

17.1 Remedies for Violations.

In the event that a Unit Owner or occupant violates or breaches any provisions of this Declaration, the Declaration of Covenants and Restrictions of St. Augustine Shores, the Articles and By-Laws of the Association or the Master Association, or either association's Rules and Regulations, the Association, the members thereof, an Institutional First Mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms of those documents to prevent the violation or breach of any of them, or for such relief as may be appropriate. This right shall be in

addition to the remedies set forth in this Declaration.

17.2 Fines.

The Association may levy reasonable fines pursuant to Section 718.303(3), Florida Statutes (1995), and any amendments thereto, for failure of Owner of a Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association's By-Laws, the Condominium Act, or the Rules and Regulations of the Association.

17.3 Costs and Attorneys' Fees.

In any proceeding arising because of a Unit Owner's failure to comply with or violation of the terms of this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, as may be awarded by the court at all levels of the proceedings.

17.4 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce a covenant, restriction, or other provision of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions of St. Augustine Shores, the By-

Laws or Articles of Incorporation of The Greens of St. Augustine Condominium Association, Inc. or any of the Association's rules or regulations, shall not constitute a waiver of the right to do so thereafter. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any first mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof. Notwithstanding the foregoing, the rights and remedies herein granted to the Developer, the Association, and the Owner or Owners of any Condominium may be enforced against the Owner of the part of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

18. AMENDMENT OF DECLARATION.

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

18.1 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 and, if required by Section 19, shall be sent to holders, insurers, or guarantors of first mortgages in accordance with that section.

18.2 Resolution of A

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by no less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the votes of the entire membership of the Board of Administration and by not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the votes of the entire membership of the Association.

18.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners.

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium or any exhibit or amendment to this Declaration. Approval of such resolution must be by no less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

18.3.1 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of Unit Owners.

18.3.2 Until the Developer has sold and conveyed all of the Units in the condominium held for sale by Developer in the normal course of business, any amendment adopted pursuant to this paragraph 18.3 must be approved by the Developer.

18.4 Amendment by Developer.

Notwithstanding anything to the contrary contained in the Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any error in any legal descriptions contained herein. The Developer may amend this Declaration as aforescribed by filing an amended legal description or descriptions as an amendment to the Declaration among the public records of St. Johns County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units of the Condominium whether or not elsewhere required for amendments.

18.5 Unanimous Consent by Unit Owners and Mortgagees.

All Unit Owners so affected and their Institutional Mortgagees must consent to any amendment which:

18.5.1 Changes any Unit, its appurtenances, or an Owner's share in the Common Elements, or which increases the Owner's share of the Common Expenses except as hereinabove provided;

18.5.2 Changes the section in this Declaration entitled "Insurance", or the section entitled "Reconstruction or Repair After Casualty";

18.5.3 Operates to materially affect the rights or interests of any Institutional First Mortgage under its mortgage or this Declaration; or

18.5.4 Would be prohibited by FNMA or FHLMC.

Such consent of the Unit Owners and Institutional First Mortgagees may not be unreasonably withheld.

18.6 Consent by Developer.

Any amendment which affects any of the rights, privileges, powers, or options of the Developer shall require the approval of the Developer.

18.7 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 the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded among the Public Records of St. Johns County, Florida.

18.8 Amendment of this Section.

Notwithstanding anything to the contrary contained in this Declaration, this section concerning amendment cannot be amended without the consent of eighty percent (80%) of the Unit Owners and all Institutional First Mortgagors.

19. NOTICE TO MORTGAGEES.

The Association shall provide a holder, insurer, or guarantor of Institutional First Mortgage who has registered its name with the Association as provided in this Declaration, upon written request of such holder, insurer, or guarantor (such request to state the name and address of such holder, insurer, or guarantor and the Unit number):

19.1 Timely notice of any proposed amendment of the Condominium documents affecting a change in:

19.1.1 The boundaries of any Unit or the

exclusive easement rights appertaining thereto;

19.1.2 The interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto,

19.1.3 The number of votes in the Association appertaining to any Unit; or

19.1.4 The purposes to which any Unit of the Common Elements are restricted;

19.2 Timely notice of any proposed termination of the Condominium;

19.3 Timely notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is an Institutional First Mortgage;

19.4 Timely notice of any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days;

19.5 Timely notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

19.6 At least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year; and

19.7 Timely notice of any proposed action that would require the consent of a specified percentage of Institutional First Mortgagees.

20. DEVELOPER'S UNITS AND PRIVILEGES.

20.1 Use of Units.

The Developer, at the time of filing of this Declaration, is the Owner of all of the real property, individual Units and appurtenances comprising this Condominium. Therefore, the Developer, until all of the Units held by Developer for sale in the normal course of business have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person. The Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units and to maintain models, have signs, staff employees, maintain offices, use the Common Elements, show Units, and

engage in any other activity necessary to accomplish the purposes set forth in this section. Any sales office, signs, fixtures or furnishings, or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

20.2 Payment of Common Expenses.

The Developer shall be excused from the payment of its share of the Common Expenses and Assessments on Units owned by the Developer during the period of time described in paragraph 16.3.

20.3 Amendment.

Notwithstanding anything to the contrary contained in this Declaration, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the Units in the Condominium held for sale by Developer in the normal course of business.

20.4 Easements Reserved.

The Developer hereby reserves for itself and its assigns, a non-exclusive easement for pedestrian and vehicular access and for installation of utilities over and across the walks, drives, streets and parking areas within the Condominium Property and a non-exclusive easement to drain surface water runoff into the existing pond and any

future pond within the Condominium Property.

O.R. 1187 PG 0359

21. TERMINATION.

The Condominium may only be terminated in the following manners in addition to the manner provided in the Condominium Act:

21.1 Substantial Loss.

In the event that it is determined as provided in Section 15 that the Condominium building shall not be reconstructed because of substantial loss, the condominium plan of ownership will be thereby terminated without the necessity of agreement or approval by the membership.

21.2 Agreement.

The Condominium may be terminated by the approval, in writing, by a vote of members of the Association owning seventy-five percent (75%) of the Units in the Condominium and by all Institutional First Mortgagees.

21.3 Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the

Public Records of St. Johns County, Florida.

21.4 Shares of Owners After Termination.

After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

21.5 Sale of Property.

Immediately after the required vote of consent to terminate, each and every Unit Owner shall immediately convey by warranty deed to the Association all of said Unit Owner's right, title and interest to each Unit and to the Common Property, provided the Association's officers and employees handling funds have been adequately bonded. The Association or any member shall have the right to enforce such conveyance by specific performance. The Board of Administration shall then sell all of the property at public or private sale upon terms approved in writing by all of the Institutional First Mortgagees. Upon the sale of the property, the costs, fees, and charges for affecting such sale, the cost of liquidation, and costs incurred in connection with the management and

operation of the Condominium Property up to and including the time when distribution is made to the Unit Owners shall be paid out of the proceeds of said sale. The remaining balance (the "net proceeds of sale") shall be distributed to the Unit Owners as follows:

21.5.1 Determination of Distributive Share.

The Distributive Share of each Unit Owner in the net proceeds of sale, subject to the provisions of this section, shall be a fraction the numerator of which shall be one and the denominator of which shall be the total number of all Units in the Condominium on the date of termination.

21.5.2 Payment of Liens.

Upon determination of each Unit Owner's Distributive Share, the Association shall pay out of each Unit Owner's Distributive Share all mortgages, assessments, and other liens encumbering said Unit in accordance with their priority, and upon such payment all mortgagees, the Association, and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full.

21.5.3 Payment to Unit Owners.

Thereupon, the Directors shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each Distributive Share, if any, to the Owner or Owners entitled thereto.

21.5.4 Allocation of Shares.

If more than one person has an interest in a Unit, the Association shall pay the remaining Distributive Share allocable to the said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority, or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner or Owners and the owners and holders of the mortgages encumbering said Unit.

21.6 Effect of Termination.

After the certificate described in Section 21.3 has been recorded, all Owners have conveyed their interests in the Condominium Parcels to the Association, and the Association has conveyed all of the property to a purchaser, the title to said property shall thereafter be free and clear of all restrictions, reservations, covenants, conditions, and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

Notwithstanding anything to the contrary contained in this Declaration, this section concerning termination cannot be amended without the consent of four-fifths of all Unit Owners and their Institutional First Mortgagees.

22. RESPONSIBILITY OF UNIT OWNERS.

The Owner of each Unit shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions of St. Augustine Shores, the By-Laws and Articles of Incorporation of The Greens of St. Augustine Condominium Association, Inc., and The St. Augustine Shores Service Corporation, Inc., and those association's Rules and Regulations, as they may be amended from time to time.

In any action brought against a Unit Owner by the Association for damages or injunctive relief due to such Unit Owner's failure to comply with the documents stated above, the Association shall also be entitled to recover its costs, reasonable attorneys' fees, and expenses incurred by it in connection with the prosecution of such action at all levels of the proceedings.

23. PURPOSE.

The provisions of this Declaration of Condominium shall

be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a residential condominium in accordance with Chapter 718, Florida Statutes (1995), as may be amended from time to time.

24. CONSTRUCTION.

24.1 Severability and Invalidity.

The invalidability, 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 of Condominium and the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted or as amended, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but, instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

24.2 Headings.

O.R. 1187 PG 0365

The headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration not the interest of any provisions herein.

24.3 Gender.


The use of the masculine gender in the Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

IN WITNESS WHEREOF, the Developer, SWAN DEVELOPMENT CORPORATION, INC., has caused this Declaration of Condominium to be executed in its name, by its President, and its corporate seal hereunto affixed, this 26th day of July, 1996.

Witness


Name: KATHERINE G. JONES

Witness


Name: Sharon L. Palmer

SWAN DEVELOPMENT CORPORATION,
INC. ~~a Florida corporation~~


By: Rudy Gram
Its Vice President

STATE OF FLORIDA

O.R. 1187 PG 0366

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
26th day of July, 1996, by Rudy Gram, the vice
president of SWAN DEVELOPMENT CORPORATION, INC., a Florida
corporation, on behalf of the corporation. He is personally
known to me or has produced N/A
_____ as identification.



Sharon L. Palmer
Signature of Notary

Name of Notary Typed, Printed or
Stamped

Commission Number _____

My Commission Expires: _____

O.R. 1187 PG 0367

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

**LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO
CONDOMINIUM OWNERSHIP**

THE GREENS OF ST. AUGUSTINE
PHASE I

PHASE ONE OF THE GREENS OF ST. AUGUSTINE, BEING A PORTION OF TRACT "A-R", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 114-124, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH $34^{\circ}56'56''$ EAST, 110.96'; THENCE SOUTH $55^{\circ}03'04''$ EAST, 90.00'; THENCE SOUTH $22^{\circ}17'18''$ EAST, 162.15'; THENCE SOUTH $43^{\circ}58'10''$ EAST, 240.64'; THENCE SOUTH $46^{\circ}01'50''$ WEST, 73.33'; THENCE SOUTH $25^{\circ}22'19''$ WEST, 109.43'; THENCE SOUTH $39^{\circ}40'01''$ WEST, 84.68'; THENCE NORTH $55^{\circ}03'04''$ WEST, 202.14' TO THE SAID EASTERLY RIGHT-OF-WAY OF DOMENICO CIRCLE, SAID POINT BEING THE POINT OF A CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00' AND A DELTA OF $85^{\circ}19'22''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 431.86' TO THE POINT OF BEGINNING.

O.R. 1187 PG 0369

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

IDENTIFICATION
OF UNITS

IDENTIFICATION OF UNITS

Building 10

A
AA
B
BB
C
CC
D
DD
E
EE
F
FF
G
GG

Building 11

A
AA
B
BB
C
CC
D
DD
E
EE
F
FF

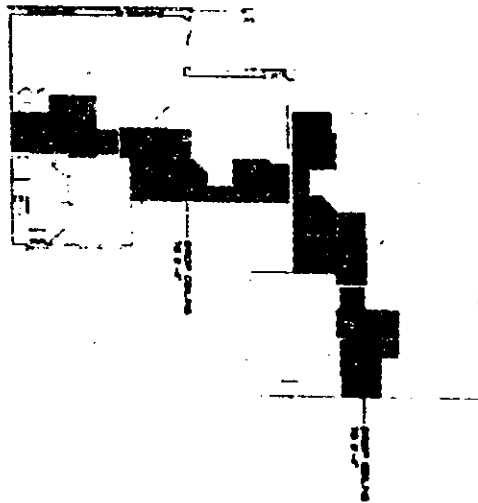
Building 12

A
AA
B
BB
C
CC
D
DD
E
EE
F
FF

O.R. 1187 PG 0371

EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

UNIT "A"
FLOOR PLAN



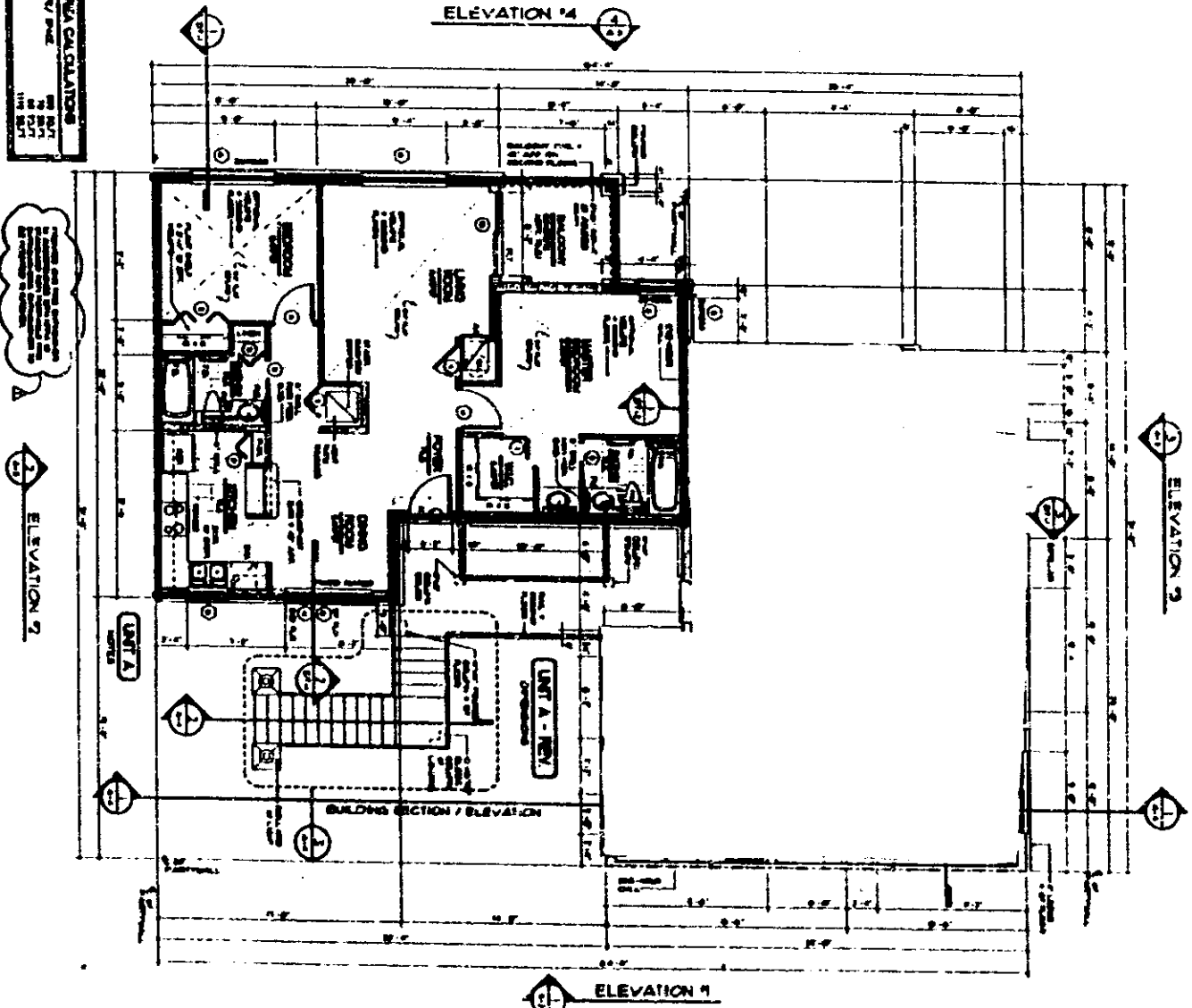
FIRST FLOOR DROPPED CEILING

WINDOW SCHEDULE			
NO.	TYPE	SIZE	REMARKS
1	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
2	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
3	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
4	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
5	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
6	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
7	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
8	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
9	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
10	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
11	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
12	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
13	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
14	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
15	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
16	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
17	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
18	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
19	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT
20	1'-0" x 4'-0"	1'-0" x 4'-0"	WALL MOUNT

TYPICAL FLOOR PLAN NOTES			
1.	ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.		
2.	ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.		
3.	ALL DOORS ARE 3'-0" WIDE UNLESS NOTED OTHERWISE.		
4.	ALL WINDOWS ARE 1'-0" WIDE UNLESS NOTED OTHERWISE.		
5.	ALL FLOORS ARE 4" THICK CONCRETE UNLESS NOTED OTHERWISE.		
6.	ALL CEILING ARE 8" THICK CONCRETE UNLESS NOTED OTHERWISE.		
7.	ALL ROOF ARE 4" THICK CONCRETE UNLESS NOTED OTHERWISE.		
8.	ALL STAIRS ARE 10" WIDE UNLESS NOTED OTHERWISE.		
9.	ALL ELEVATIONS ARE TO FACE UNLESS NOTED OTHERWISE.		
10.	ALL FINISHES ARE TO FACE UNLESS NOTED OTHERWISE.		
11.	ALL MATERIALS ARE TO FACE UNLESS NOTED OTHERWISE.		
12.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.		
13.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL, ELECTRICAL AND PLUMBING CODES AND STANDARDS.		
14.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FIRE AND LIFE SAFETY CODES AND STANDARDS.		
15.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ENVIRONMENTAL AND ENERGY CODES AND STANDARDS.		
16.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACCESSIBILITY AND UNIVERSAL DESIGN CODES AND STANDARDS.		
17.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SUSTAINABLE DESIGN AND GREEN BUILDING CODES AND STANDARDS.		
18.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE HISTORIC PRESERVATION AND REHABILITATION CODES AND STANDARDS.		
19.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ARCHITECTURAL RECORDING AND PRACTICE CODES AND STANDARDS.		
20.	ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PROFESSIONAL CONDUCT AND ETHICS CODES AND STANDARDS.		

AREA CALCULATIONS			
NO.	DESCRIPTION	AREA	REMARKS
1	FLOOR AREA	100.00	
2	CEILING AREA	100.00	
3	WALL AREA	100.00	
4	ROOF AREA	100.00	
5	STAIR AREA	100.00	
6	ELEVATION AREA	100.00	
7	FINISH AREA	100.00	
8	MATERIAL AREA	100.00	
9	WORK AREA	100.00	
10	CONDUCT AREA	100.00	
11	ETHICS AREA	100.00	
12	SUSTAINABLE AREA	100.00	
13	HISTORIC AREA	100.00	
14	RECORDING AREA	100.00	
15	CONDUCT AREA	100.00	
16	ETHICS AREA	100.00	
17	SUSTAINABLE AREA	100.00	
18	HISTORIC AREA	100.00	
19	RECORDING AREA	100.00	
20	CONDUCT AREA	100.00	

UNIT A MODULE - FLOOR PLAN



Notes: 1. Bold line indicates limits of the unit. 2. This unit plan is representational. The dimensions shown may vary slightly. 3. All areas and improvements exclusive of the units are common elements of the condominium. 4. All improvements shown are proposed.

O.R. 1187 PG 0373

EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

UNIT "B"
FLOOR PLAN

[illegible]

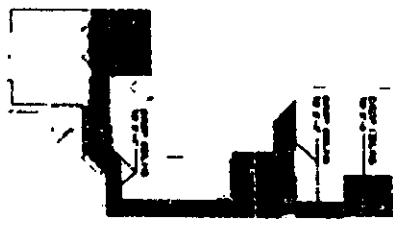
ELEVATION ON

O.R. 1187 PG 0375

EXHIBIT "F"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

**UNIT "B" ALTERNATE
FLOOR PLAN**

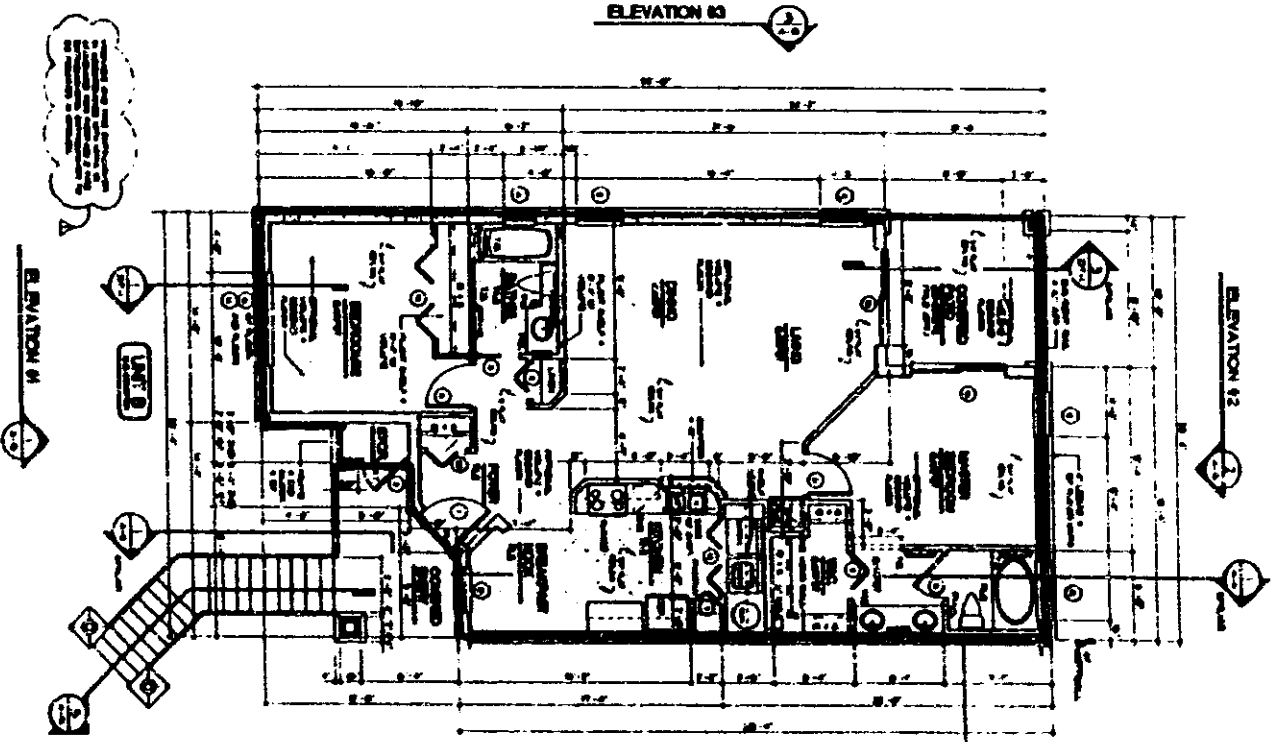
Notes: 1. Bold line indicates limits of the unit. 2. This unit plan is representational. The dimensions of the may vary slightly. 3. All areas and improvements exclusive of the units are common elements of the condominium. 4. All improvements shown are proposed.



FIRST FLOOR DROPPED CEILING

WINDOW SCHEDULE			
NO.	TYPE	SIZE	REMARKS
1	1'-0" x 6'-0"	6'-0"	Living Room
2	1'-0" x 6'-0"	6'-0"	Living Room
3	1'-0" x 6'-0"	6'-0"	Living Room
4	1'-0" x 6'-0"	6'-0"	Living Room
5	1'-0" x 6'-0"	6'-0"	Living Room
6	1'-0" x 6'-0"	6'-0"	Living Room
7	1'-0" x 6'-0"	6'-0"	Living Room
8	1'-0" x 6'-0"	6'-0"	Living Room
9	1'-0" x 6'-0"	6'-0"	Living Room
10	1'-0" x 6'-0"	6'-0"	Living Room
11	1'-0" x 6'-0"	6'-0"	Living Room
12	1'-0" x 6'-0"	6'-0"	Living Room
13	1'-0" x 6'-0"	6'-0"	Living Room
14	1'-0" x 6'-0"	6'-0"	Living Room
15	1'-0" x 6'-0"	6'-0"	Living Room
16	1'-0" x 6'-0"	6'-0"	Living Room
17	1'-0" x 6'-0"	6'-0"	Living Room
18	1'-0" x 6'-0"	6'-0"	Living Room
19	1'-0" x 6'-0"	6'-0"	Living Room
20	1'-0" x 6'-0"	6'-0"	Living Room
21	1'-0" x 6'-0"	6'-0"	Living Room
22	1'-0" x 6'-0"	6'-0"	Living Room
23	1'-0" x 6'-0"	6'-0"	Living Room
24	1'-0" x 6'-0"	6'-0"	Living Room
25	1'-0" x 6'-0"	6'-0"	Living Room
26	1'-0" x 6'-0"	6'-0"	Living Room
27	1'-0" x 6'-0"	6'-0"	Living Room
28	1'-0" x 6'-0"	6'-0"	Living Room
29	1'-0" x 6'-0"	6'-0"	Living Room
30	1'-0" x 6'-0"	6'-0"	Living Room
31	1'-0" x 6'-0"	6'-0"	Living Room
32	1'-0" x 6'-0"	6'-0"	Living Room
33	1'-0" x 6'-0"	6'-0"	Living Room
34	1'-0" x 6'-0"	6'-0"	Living Room
35	1'-0" x 6'-0"	6'-0"	Living Room
36	1'-0" x 6'-0"	6'-0"	Living Room
37	1'-0" x 6'-0"	6'-0"	Living Room
38	1'-0" x 6'-0"	6'-0"	Living Room
39	1'-0" x 6'-0"	6'-0"	Living Room
40	1'-0" x 6'-0"	6'-0"	Living Room
41	1'-0" x 6'-0"	6'-0"	Living Room
42	1'-0" x 6'-0"	6'-0"	Living Room
43	1'-0" x 6'-0"	6'-0"	Living Room
44	1'-0" x 6'-0"	6'-0"	Living Room
45	1'-0" x 6'-0"	6'-0"	Living Room
46	1'-0" x 6'-0"	6'-0"	Living Room
47	1'-0" x 6'-0"	6'-0"	Living Room
48	1'-0" x 6'-0"	6'-0"	Living Room
49	1'-0" x 6'-0"	6'-0"	Living Room
50	1'-0" x 6'-0"	6'-0"	Living Room
51	1'-0" x 6'-0"	6'-0"	Living Room
52	1'-0" x 6'-0"	6'-0"	Living Room
53	1'-0" x 6'-0"	6'-0"	Living Room
54	1'-0" x 6'-0"	6'-0"	Living Room
55	1'-0" x 6'-0"	6'-0"	Living Room
56	1'-0" x 6'-0"	6'-0"	Living Room
57	1'-0" x 6'-0"	6'-0"	Living Room
58	1'-0" x 6'-0"	6'-0"	Living Room
59	1'-0" x 6'-0"	6'-0"	Living Room
60	1'-0" x 6'-0"	6'-0"	Living Room
61	1'-0" x 6'-0"	6'-0"	Living Room
62	1'-0" x 6'-0"	6'-0"	Living Room
63	1'-0" x 6'-0"	6'-0"	Living Room
64	1'-0" x 6'-0"	6'-0"	Living Room
65	1'-0" x 6'-0"	6'-0"	Living Room
66	1'-0" x 6'-0"	6'-0"	Living Room
67	1'-0" x 6'-0"	6'-0"	Living Room
68	1'-0" x 6'-0"	6'-0"	Living Room
69	1'-0" x 6'-0"	6'-0"	Living Room
70	1'-0" x 6'-0"	6'-0"	Living Room
71	1'-0" x 6'-0"	6'-0"	Living Room
72	1'-0" x 6'-0"	6'-0"	Living Room
73	1'-0" x 6'-0"	6'-0"	Living Room
74	1'-0" x 6'-0"	6'-0"	Living Room
75	1'-0" x 6'-0"	6'-0"	Living Room
76	1'-0" x 6'-0"	6'-0"	Living Room
77	1'-0" x 6'-0"	6'-0"	Living Room
78	1'-0" x 6'-0"	6'-0"	Living Room
79	1'-0" x 6'-0"	6'-0"	Living Room
80	1'-0" x 6'-0"	6'-0"	Living Room
81	1'-0" x 6'-0"	6'-0"	Living Room
82	1'-0" x 6'-0"	6'-0"	Living Room
83	1'-0" x 6'-0"	6'-0"	Living Room
84	1'-0" x 6'-0"	6'-0"	Living Room
85	1'-0" x 6'-0"	6'-0"	Living Room
86	1'-0" x 6'-0"	6'-0"	Living Room
87	1'-0" x 6'-0"	6'-0"	Living Room
88	1'-0" x 6'-0"	6'-0"	Living Room
89	1'-0" x 6'-0"	6'-0"	Living Room
90	1'-0" x 6'-0"	6'-0"	Living Room
91	1'-0" x 6'-0"	6'-0"	Living Room
92	1'-0" x 6'-0"	6'-0"	Living Room
93	1'-0" x 6'-0"	6'-0"	Living Room
94	1'-0" x 6'-0"	6'-0"	Living Room
95	1'-0" x 6'-0"	6'-0"	Living Room
96	1'-0" x 6'-0"	6'-0"	Living Room
97	1'-0" x 6'-0"	6'-0"	Living Room
98	1'-0" x 6'-0"	6'-0"	Living Room
99	1'-0" x 6'-0"	6'-0"	Living Room
100	1'-0" x 6'-0"	6'-0"	Living Room

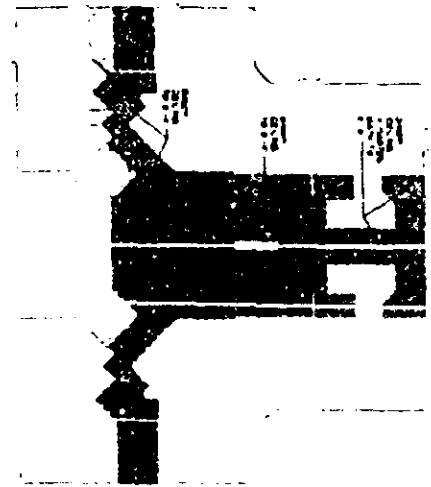
UNIT B ALTERNATE - FLOOR PLAN



O.R. 1187 PG 0377

EXHIBIT "G"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

UNIT "C"
FLOOR PLAN



FIRST FLOOR DROPPED CEILINGS

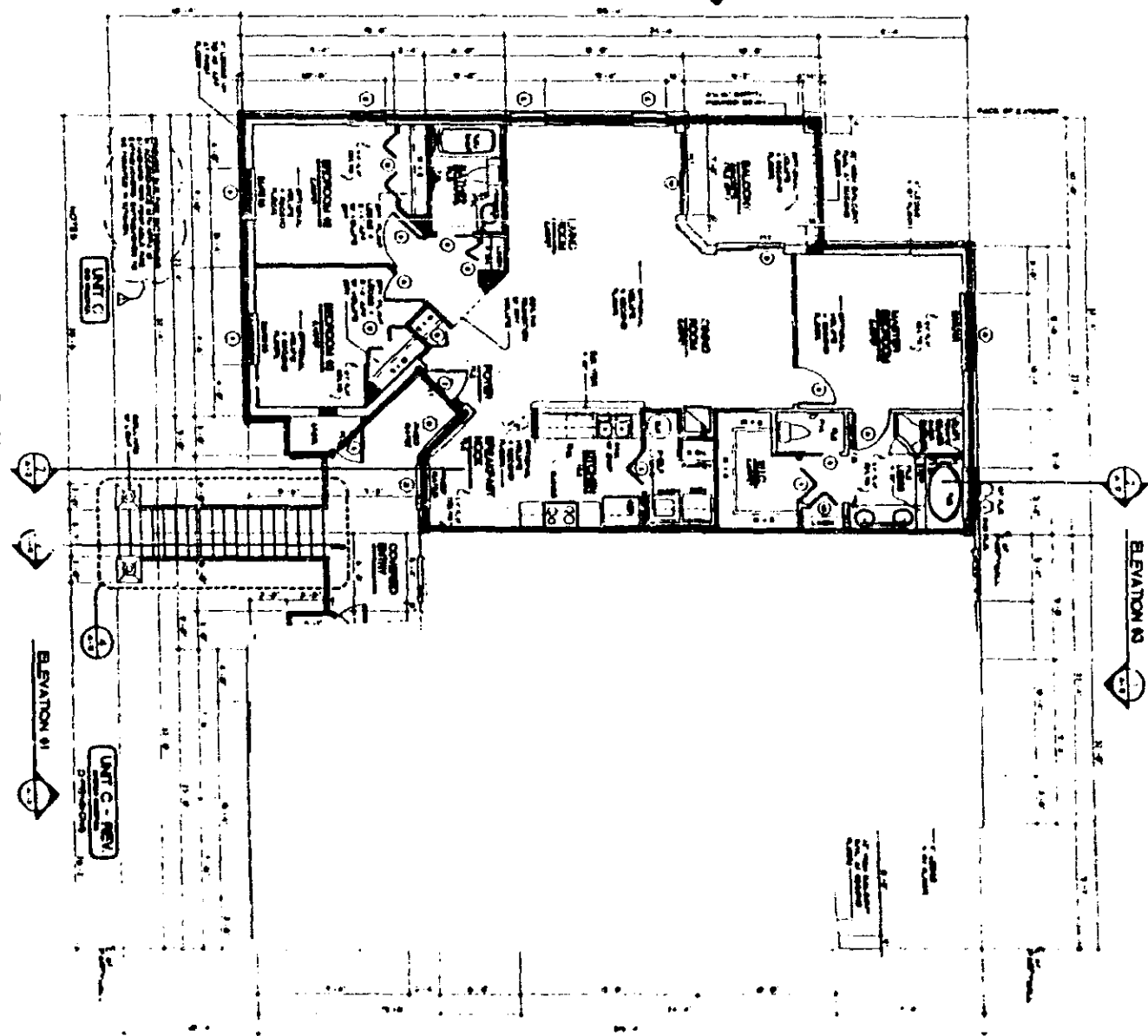
ELEVATION #2

WINDOW SCHEDULE	
NO.	TYPE / SIZE / MATERIAL
1	6'0" x 4'0" DOUBLE GLAZED ALUMINUM
2	4'0" x 6'0" DOUBLE GLAZED ALUMINUM
3	6'0" x 8'0" DOUBLE GLAZED ALUMINUM
4	8'0" x 6'0" DOUBLE GLAZED ALUMINUM
5	10'0" x 6'0" DOUBLE GLAZED ALUMINUM
6	12'0" x 6'0" DOUBLE GLAZED ALUMINUM
7	14'0" x 6'0" DOUBLE GLAZED ALUMINUM
8	16'0" x 6'0" DOUBLE GLAZED ALUMINUM
9	18'0" x 6'0" DOUBLE GLAZED ALUMINUM
10	20'0" x 6'0" DOUBLE GLAZED ALUMINUM
11	22'0" x 6'0" DOUBLE GLAZED ALUMINUM
12	24'0" x 6'0" DOUBLE GLAZED ALUMINUM
13	26'0" x 6'0" DOUBLE GLAZED ALUMINUM
14	28'0" x 6'0" DOUBLE GLAZED ALUMINUM
15	30'0" x 6'0" DOUBLE GLAZED ALUMINUM
16	32'0" x 6'0" DOUBLE GLAZED ALUMINUM
17	34'0" x 6'0" DOUBLE GLAZED ALUMINUM
18	36'0" x 6'0" DOUBLE GLAZED ALUMINUM
19	38'0" x 6'0" DOUBLE GLAZED ALUMINUM
20	40'0" x 6'0" DOUBLE GLAZED ALUMINUM
21	42'0" x 6'0" DOUBLE GLAZED ALUMINUM
22	44'0" x 6'0" DOUBLE GLAZED ALUMINUM
23	46'0" x 6'0" DOUBLE GLAZED ALUMINUM
24	48'0" x 6'0" DOUBLE GLAZED ALUMINUM
25	50'0" x 6'0" DOUBLE GLAZED ALUMINUM
26	52'0" x 6'0" DOUBLE GLAZED ALUMINUM
27	54'0" x 6'0" DOUBLE GLAZED ALUMINUM
28	56'0" x 6'0" DOUBLE GLAZED ALUMINUM
29	58'0" x 6'0" DOUBLE GLAZED ALUMINUM
30	60'0" x 6'0" DOUBLE GLAZED ALUMINUM
31	62'0" x 6'0" DOUBLE GLAZED ALUMINUM
32	64'0" x 6'0" DOUBLE GLAZED ALUMINUM
33	66'0" x 6'0" DOUBLE GLAZED ALUMINUM
34	68'0" x 6'0" DOUBLE GLAZED ALUMINUM
35	70'0" x 6'0" DOUBLE GLAZED ALUMINUM
36	72'0" x 6'0" DOUBLE GLAZED ALUMINUM
37	74'0" x 6'0" DOUBLE GLAZED ALUMINUM
38	76'0" x 6'0" DOUBLE GLAZED ALUMINUM
39	78'0" x 6'0" DOUBLE GLAZED ALUMINUM
40	80'0" x 6'0" DOUBLE GLAZED ALUMINUM
41	82'0" x 6'0" DOUBLE GLAZED ALUMINUM
42	84'0" x 6'0" DOUBLE GLAZED ALUMINUM
43	86'0" x 6'0" DOUBLE GLAZED ALUMINUM
44	88'0" x 6'0" DOUBLE GLAZED ALUMINUM
45	90'0" x 6'0" DOUBLE GLAZED ALUMINUM
46	92'0" x 6'0" DOUBLE GLAZED ALUMINUM
47	94'0" x 6'0" DOUBLE GLAZED ALUMINUM
48	96'0" x 6'0" DOUBLE GLAZED ALUMINUM
49	98'0" x 6'0" DOUBLE GLAZED ALUMINUM
50	100'0" x 6'0" DOUBLE GLAZED ALUMINUM
51	102'0" x 6'0" DOUBLE GLAZED ALUMINUM
52	104'0" x 6'0" DOUBLE GLAZED ALUMINUM
53	106'0" x 6'0" DOUBLE GLAZED ALUMINUM
54	108'0" x 6'0" DOUBLE GLAZED ALUMINUM
55	110'0" x 6'0" DOUBLE GLAZED ALUMINUM
56	112'0" x 6'0" DOUBLE GLAZED ALUMINUM
57	114'0" x 6'0" DOUBLE GLAZED ALUMINUM
58	116'0" x 6'0" DOUBLE GLAZED ALUMINUM
59	118'0" x 6'0" DOUBLE GLAZED ALUMINUM
60	120'0" x 6'0" DOUBLE GLAZED ALUMINUM
61	122'0" x 6'0" DOUBLE GLAZED ALUMINUM
62	124'0" x 6'0" DOUBLE GLAZED ALUMINUM
63	126'0" x 6'0" DOUBLE GLAZED ALUMINUM
64	128'0" x 6'0" DOUBLE GLAZED ALUMINUM
65	130'0" x 6'0" DOUBLE GLAZED ALUMINUM
66	132'0" x 6'0" DOUBLE GLAZED ALUMINUM
67	134'0" x 6'0" DOUBLE GLAZED ALUMINUM
68	136'0" x 6'0" DOUBLE GLAZED ALUMINUM
69	138'0" x 6'0" DOUBLE GLAZED ALUMINUM
70	140'0" x 6'0" DOUBLE GLAZED ALUMINUM
71	142'0" x 6'0" DOUBLE GLAZED ALUMINUM
72	144'0" x 6'0" DOUBLE GLAZED ALUMINUM
73	146'0" x 6'0" DOUBLE GLAZED ALUMINUM
74	148'0" x 6'0" DOUBLE GLAZED ALUMINUM
75	150'0" x 6'0" DOUBLE GLAZED ALUMINUM
76	152'0" x 6'0" DOUBLE GLAZED ALUMINUM
77	154'0" x 6'0" DOUBLE GLAZED ALUMINUM
78	156'0" x 6'0" DOUBLE GLAZED ALUMINUM
79	158'0" x 6'0" DOUBLE GLAZED ALUMINUM
80	160'0" x 6'0" DOUBLE GLAZED ALUMINUM
81	162'0" x 6'0" DOUBLE GLAZED ALUMINUM
82	164'0" x 6'0" DOUBLE GLAZED ALUMINUM
83	166'0" x 6'0" DOUBLE GLAZED ALUMINUM
84	168'0" x 6'0" DOUBLE GLAZED ALUMINUM
85	170'0" x 6'0" DOUBLE GLAZED ALUMINUM
86	172'0" x 6'0" DOUBLE GLAZED ALUMINUM
87	174'0" x 6'0" DOUBLE GLAZED ALUMINUM
88	176'0" x 6'0" DOUBLE GLAZED ALUMINUM
89	178'0" x 6'0" DOUBLE GLAZED ALUMINUM
90	180'0" x 6'0" DOUBLE GLAZED ALUMINUM
91	182'0" x 6'0" DOUBLE GLAZED ALUMINUM
92	184'0" x 6'0" DOUBLE GLAZED ALUMINUM
93	186'0" x 6'0" DOUBLE GLAZED ALUMINUM
94	188'0" x 6'0" DOUBLE GLAZED ALUMINUM
95	190'0" x 6'0" DOUBLE GLAZED ALUMINUM
96	192'0" x 6'0" DOUBLE GLAZED ALUMINUM
97	194'0" x 6'0" DOUBLE GLAZED ALUMINUM
98	196'0" x 6'0" DOUBLE GLAZED ALUMINUM
99	198'0" x 6'0" DOUBLE GLAZED ALUMINUM
100	200'0" x 6'0" DOUBLE GLAZED ALUMINUM

TYPICAL FLOOR PLAN NOTES	
1.	ALL DIMENSIONS ARE IN FEET AND INCHES.
2.	ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
3.	ALL FLOORS ARE 4" THICK CONCRETE UNLESS NOTED OTHERWISE.
4.	ALL CEILINGS ARE 8'0" HIGH UNLESS NOTED OTHERWISE.
5.	ALL ROOFS ARE 12/12 PITCH UNLESS NOTED OTHERWISE.
6.	ALL STAIRS ARE 10'0" WIDE UNLESS NOTED OTHERWISE.
7.	ALL ELEVATIONS ARE TO FINISH SURFACES UNLESS NOTED OTHERWISE.
8.	ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
9.	ALL WINDOWS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
10.	ALL VENTILATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
11.	ALL ELECTRICAL AND PLUMBING ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
12.	ALL FURNITURE AND FIXTURES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
13.	ALL LANDSCAPING IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
14.	ALL SITEWORK IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
15.	ALL UTILITIES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
16.	ALL STRUCTURAL ELEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
17.	ALL FINISHES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
18.	ALL MATERIALS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
19.	ALL LABOR IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
20.	ALL EQUIPMENT IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
21.	ALL SUPPLIES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
22.	ALL SERVICES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
23.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
24.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
25.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
26.	ALL UPGRADES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
27.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
28.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
29.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
30.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
31.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
32.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
33.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
34.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
35.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
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41.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
42.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
43.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
44.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
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47.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
48.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
49.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
50.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
51.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
52.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
53.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
54.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
55.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
56.	ALL UPGRADES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
57.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
58.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
59.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
60.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
61.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
62.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
63.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
64.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
65.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
66.	ALL UPGRADES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
67.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
68.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
69.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
70.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
71.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
72.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
73.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
74.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
75.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
76.	ALL UPGRADES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
77.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
78.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
79.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
80.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
81.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
82.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
83.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
84.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
85.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
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88.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
89.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
90.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
91.	ALL INSTALLATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
92.	ALL OPERATION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
93.	ALL MAINTENANCE IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
94.	ALL REPAIRS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
95.	ALL REPLACEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
96.	ALL UPGRADES ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
97.	ALL IMPROVEMENTS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
98.	ALL ALTERATIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
99.	ALL DEMOLITIONS ARE TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.
100.	ALL CONSTRUCTION IS TO BE PROVIDED BY MEANS OF MECHANICAL SYSTEMS.

AREA CALCULATIONS	
NO.	AREA (SQ. FT.)
1	1000
2	1000
3	1000
4	1000
5	1000
6	1000
7	1000
8	1000
9	1000
10	1000
11	1000
12	1000
13	1000
14	1000
15	1000
16	1000
17	1000
18	1000
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91	1000
92	1000
93	1000
94	1000
95	1000
96	1000
97	1000
98	1000
99	1000
100	1000

UNIT C MODULE - FLOOR PLAN



Notes: 1. Bold line indicates limits of the unit. 2. This unit plan is representational. The dimensions shown may vary slightly. 3. All areas and improvements exclusive of the units are common elements of the condominium. 4. All improvements shown are proposed.

O.R. 1187 PG 0379

EXHIBIT "H"

TO THE DECLARATION OF CONDOMINIUM

FOR

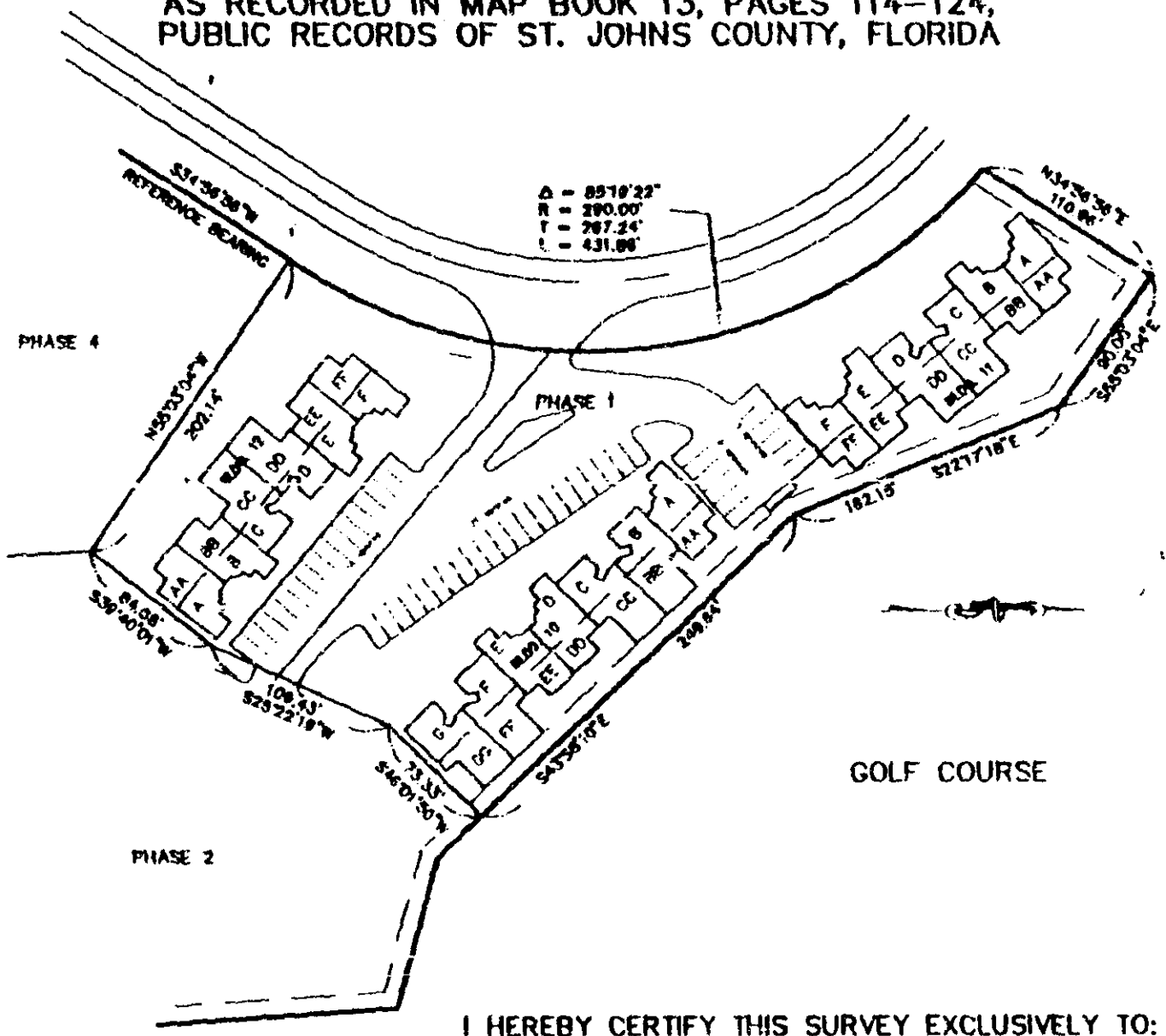
THE GREENS OF ST. AUGUSTINE,

A Condominium

**BOUNDARY SURVEY AND PLOT PLAN
FOR PHASE I**

MAP SHOWING SITE PLAN
OF
PHASE ONE OF THE GREENS
OF ST. AUGUSTINE
TRACT "A-R", REPLAT OF
ST. AUGUSTINE SHORES,

AS RECORDED IN MAP BOOK 13, PAGES 114-124,
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA



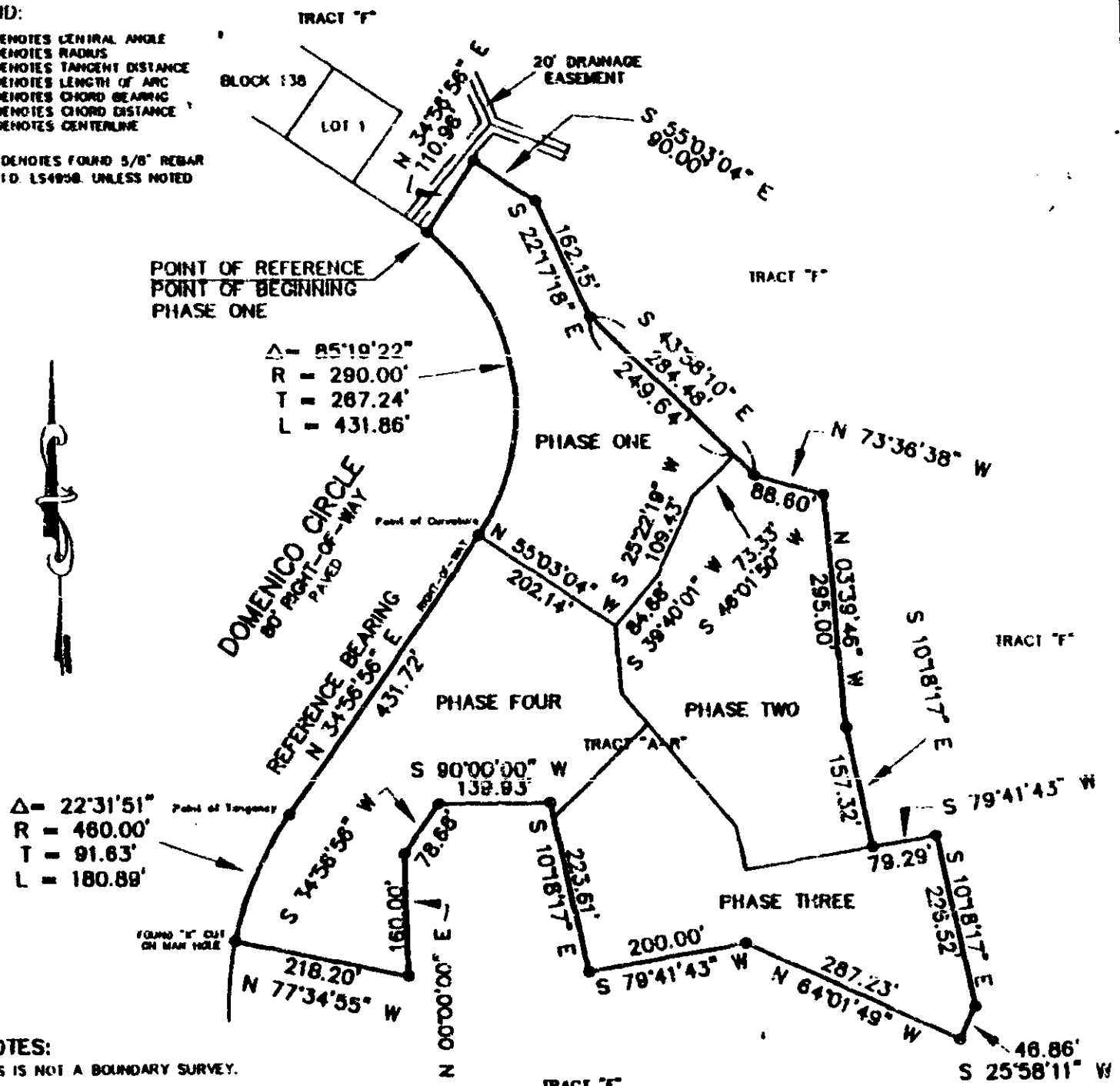
MAP SHOWING SKETCH OF

PHASE ONE OF THE GREENS OF ST. AUGUSTINE, BEING A PORTION OF TRACT "A-R", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 114-124, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH $34^{\circ}58'58''$ EAST, 110.98; THENCE SOUTH $55^{\circ}03'04''$ EAST, 90.00; THENCE SOUTH $22^{\circ}17'18''$ EAST, 162.15; THENCE SOUTH $43^{\circ}58'10''$ EAST, 249.64; THENCE SOUTH $48^{\circ}01'50''$ WEST, 73.33; THENCE SOUTH $25^{\circ}22'19''$ WEST, 109.43; THENCE SOUTH $38^{\circ}40'01''$ WEST, 84.68; THENCE NORTH $55^{\circ}03'04''$ WEST, 202.14 TO THE SAID EASTERLY RIGHT-OF-WAY OF DOMENICO CIRCLE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00' AND A DELTA OF $85^{\circ}19'22''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 431.86' TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
 R - DENOTES RADIUS
 T - DENOTES TANGENT DISTANCE
 L - DENOTES LENGTH OF ARC
 CB - DENOTES CHORD BEARING
 CD - DENOTES CHORD DISTANCE
 Q - DENOTES CENTERLINE
 @ - DENOTES FOUND 5/8" REBAR
 I.D. L54958, UNLESS NOTED



NOTES:

THIS IS NOT A BOUNDARY SURVEY.

THIS IS A SKETCH OF LEGAL DESCRIPTION

NORTH IS ASSUMED BASED ON THE RIGHT-OF-WAY OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN. ASSUMED BEARING (N $34^{\circ}58'58''$ E) BASED ON THE RIGHT-OF-WAY

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT. NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR.

NO UNDERGROUND UTILITIES OR STRUCTURES LOCATED

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE X-1-A, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 122147-01302, MAP DATED 8/18/92.

FOR ST. JOHNS CO. FL.

DRAWN BY: BW

JOB NO. 942705

SCALE: 1" = 200'

SHEET NO. 2 OF 9

I HEREBY CERTIFY THIS SKETCH EXCLUSIVELY TO:
SWAN DEVELOPMENT CORP.,

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

4076 A-1-A South, Suite 201, St. Augustine, FL 32084
1-(904)471-7512

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 81G17-6, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

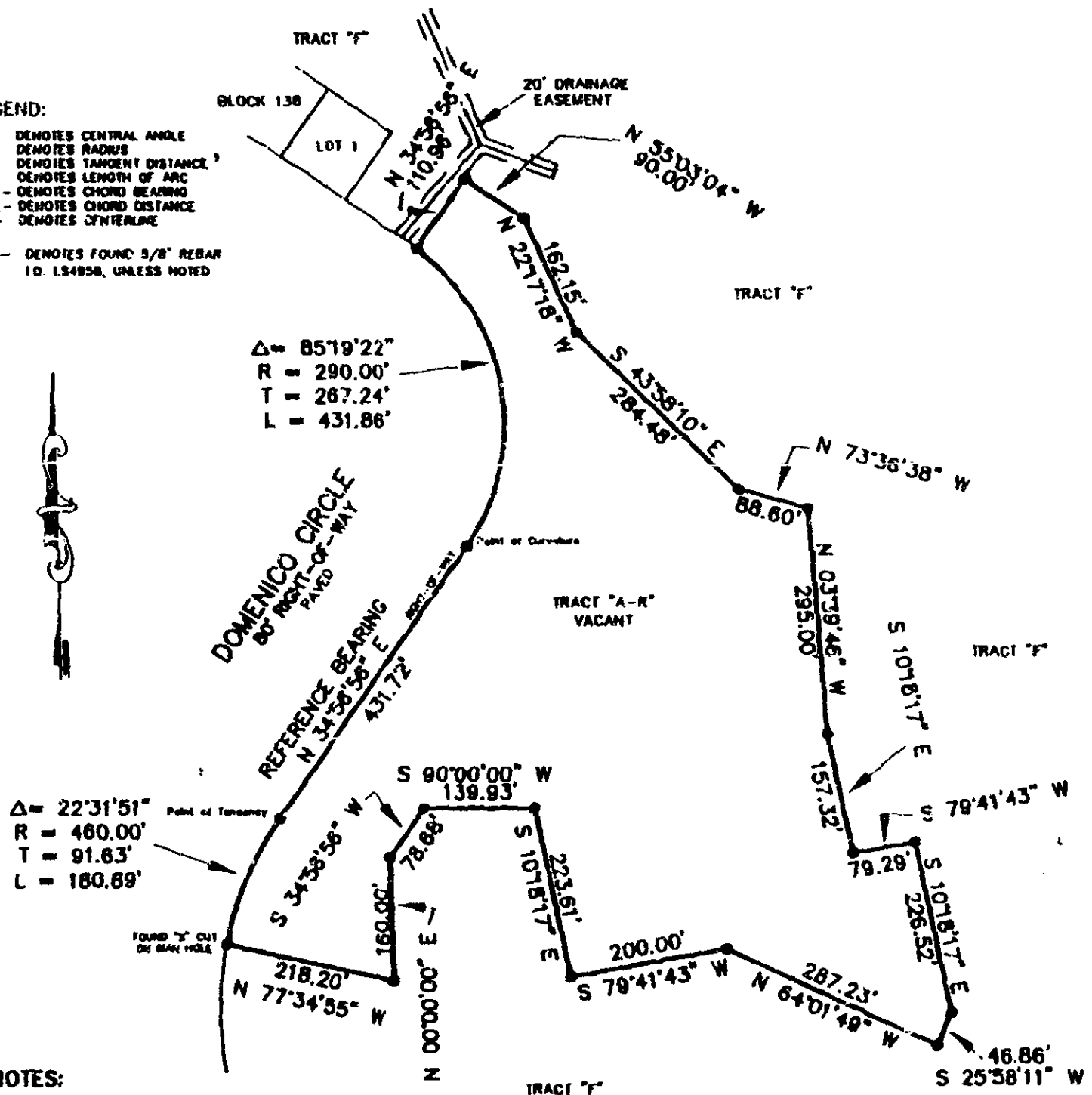
R. BRANDT WILSON, P.L.S. FL CERT. No. L54690
Not valid unless signed & embossed with raised seal.

MAP SHOWING SURVEY
OF
TRACT "A-R"
REPLAT OF ST. AUGUSTINE SHORES
UNIT TWO

AS RECORDED IN MAP BOOK 13 PAGES 114-124
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
R - DENOTES RADIUS
T - DENOTES TANGENT DISTANCE
L - DENOTES LENGTH OF ARC
CB - DENOTES CHORD BEARING
CD - DENOTES CHORD DISTANCE
C - DENOTES CENTERLINE
● - DENOTES FOUND 3/8" REBAR
ID. LS4858, UNLESS NOTED



NOTES:

CORNERS AS SHOWN (SEE LEGEND)

THIS IS A BOUNDARY AND LOCATION SURVEY

NORTH IS ASSUMED, BASED ON THE RIGHT-OF-WAY
OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN
ASSUMED BEARING (N 34°38'56" E)

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT
OF A TITLE OPINION, LEGAL DESCRIPTION WAS PROVIDED
BY CLIENT, NO RECORD OF EASEMENTS WERE PROVIDED
TO SURVEYOR.

NO UNDERGROUND UTILITIES OR STRUCTURES
LOCATED

I HEREBY CERTIFY THIS SURVEY EXCLUSIVELY TO:
SWAN DEVELOPMENT CORP.,

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE S.A.A.
AS SHOWN ON THE FLOOD INSURANCE RATE
MAP (F.I.R.M.), COMMUNITY PANEL NO.
122117 81280, MAP DATED
3/19/85

FOR ST. JOHN'S CO. FL.

DRAWN BY: BW

JOB NO. 84270MAP

SCALE: 1" = 200'

SHEET NO. 1 OF 3

FIELD BOOK 52, PAGE(S) 1-2

FIELD DATE: 10/04/86

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

4076 A-1-A South, Suite 201, St. Augustine, FL 32084
1-(904)471-7512

CERTIFICATION: I HEREBY CERTIFY, that the survey shown herein was made
under my direction and supervision and is perfect to the best of my
knowledge and belief and that it meets minimum technical standards
as set forth in Chapter 61G17-8, Florida Administrative Code, pursuant
to section 472.027, Florida Statutes.

R. BRANDT WILSON, P.L.S. FL CERT. NO. LS4890
Not valid unless signed & embossed with raised seal

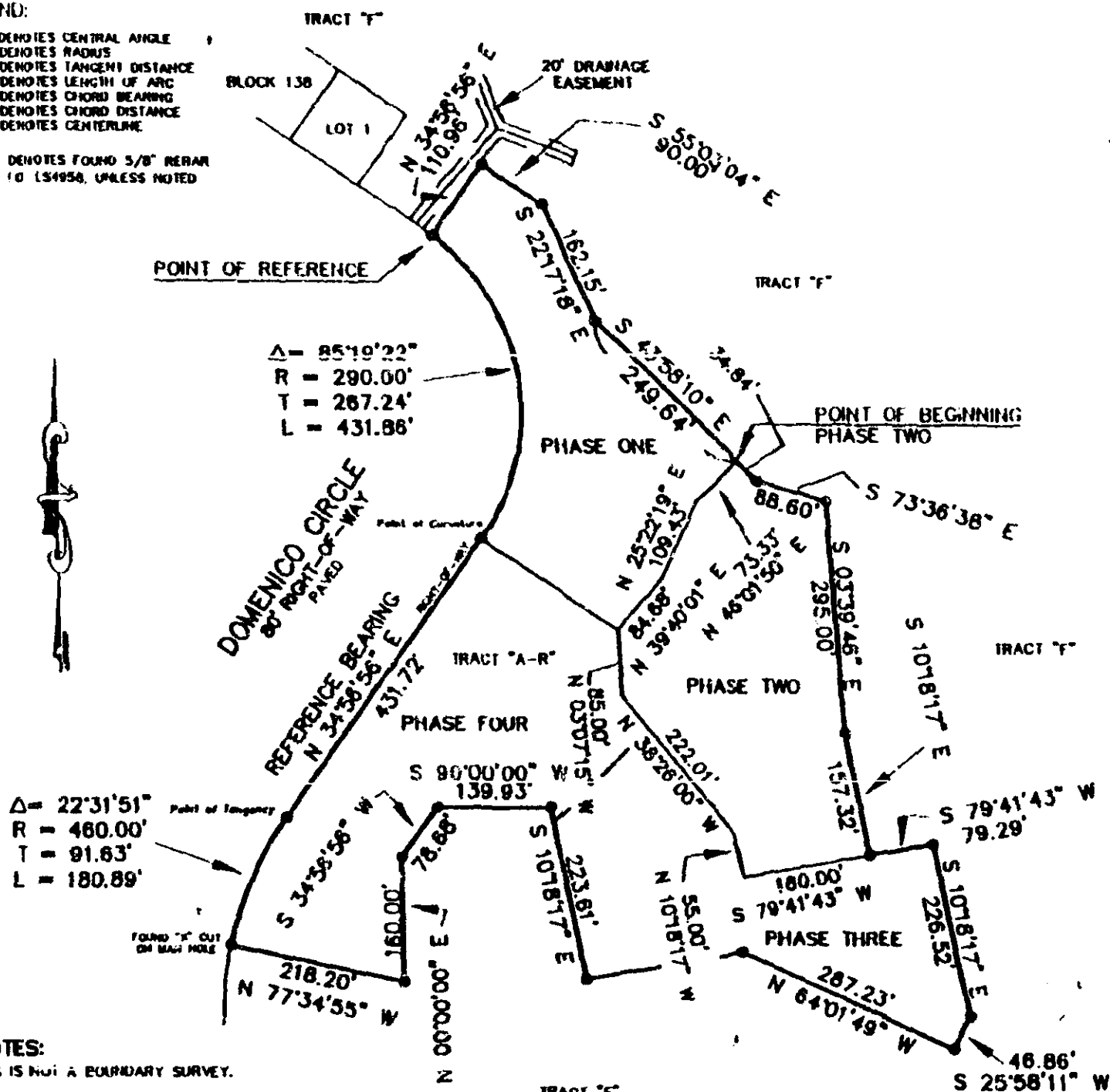
MAP SHOWING SKETCH OF

PHASE TWO OF THE GREENS OF ST. AUGUSTINE, BEING A PORTION OF TRACT "A-R", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 114-124, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH 34°56'58" EAST, 110.96; THENCE SOUTH 55°03'04" EAST, 90.00'; THENCE SOUTH 22°17'10" EAST, 182.15'; THENCE SOUTH 43°58'10" EAST, 249.84' TO THE POINT OF BEGINNING OF PHASE TWO; THENCE SOUTH 43°58'10" EAST, 34.84'; THENCE SOUTH 73°36'38" EAST, 88.60'; THENCE SOUTH 03°30'48" EAST, 295.00'; THENCE SOUTH 10°18'17" EAST, 157.32'; THENCE SOUTH 79°41'43" WEST, 160.00'; THENCE NORTH 10°18'17" WEST, 55.00'; THENCE NORTH 38°28'00" WEST, 222.02'; THENCE NORTH 03°07'15" WEST, 85.00'; THENCE NORTH 39°40'01" EAST, 84.86'; THENCE NORTH 25°22'19" EAST, 109.43'; THENCE SOUTH 46°01'50" WEST, 73.33' TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- L - DENOTES LENGTH OF ARC
- CB - DENOTES CHORD BEARING
- CD - DENOTES CHORD DISTANCE
- C - DENOTES CENTERLINE
- - DENOTES FOUND 5/8" REBAR
- 10 L54958, UNLESS NOTED



NOTES:

THIS IS NOT A PURSUARY SURVEY.

THIS IS A SKETCH OF LEGAL DESCRIPTION

NORTH IS ASSUMED BASED ON THE RIGHT-OF-WAY
OF DOMINICO CIRCLE. REFERENCE BEARING AS SHOWN.
ASSUMED BEARING (N 34°58'56" E) BASED ON THE RIGHT-OF-WAY

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT. NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR.

NO UNDERGROUND UTILITIES OR STRUCTURES
LOCATED

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE C & A
AS SHOWN ON THE FLOOD INSURANCE RATE
MAP (F.I.R.), COMMUNITY PANEL NO.
17514/ 91200, MAP DATED
8/18/85

FOR SLONGER

DRAWN BY: BW

JOB NO. 942705

SCALE: 1" = 200'

SHEET NO. 4 OF 9

I HEREBY CERTIFY THIS SKETCH EXCLUSIVELY TO:
SWAN DEVELOPMENT CORP.,

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

4075 A-1-A South, Suite 201, St. Augustine, FL 32084
1-(904)471-7512

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to section 472.021, Florida Statutes.

R. BRANDT WILSON, P.L.S. FL CERT. No. 154690
Not valid unless signed & embossed with raised seal

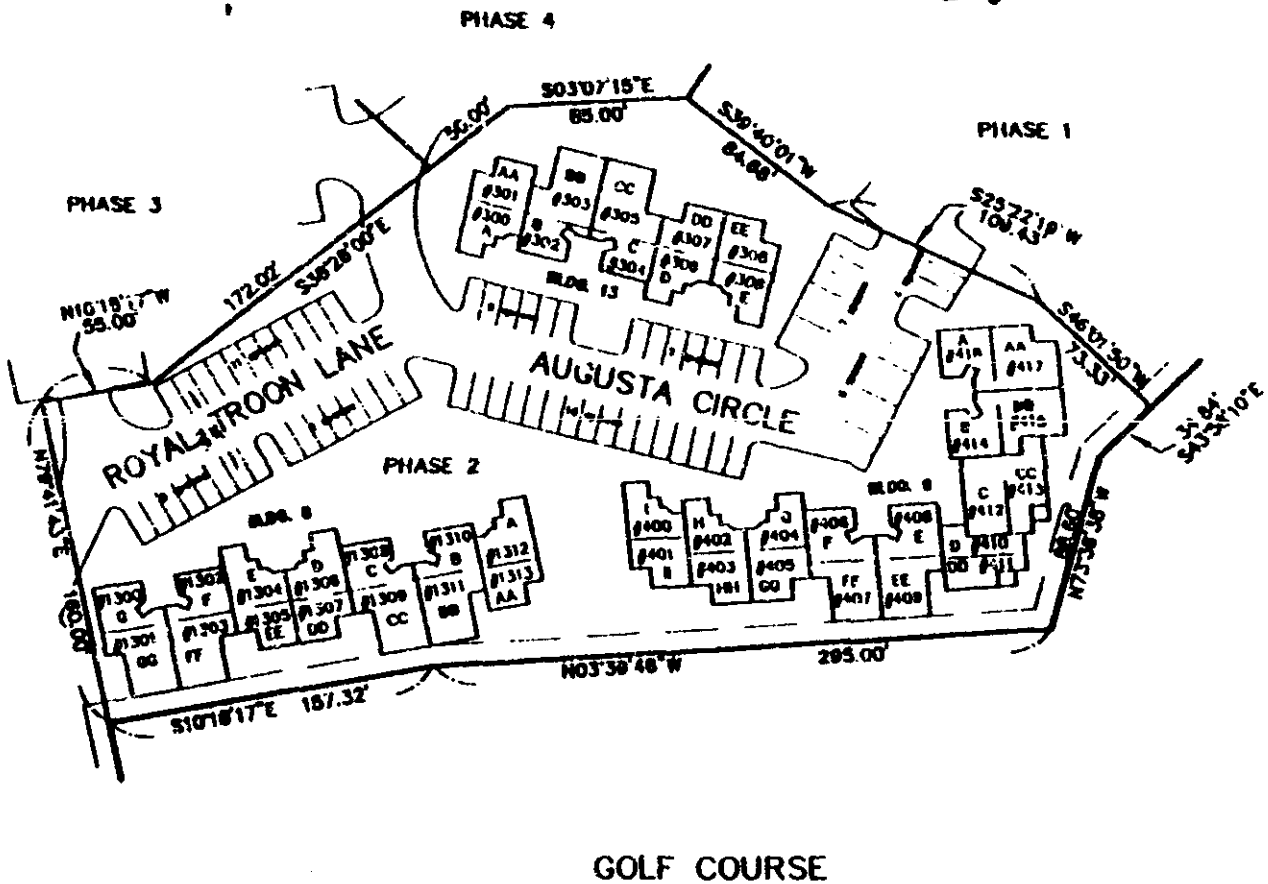
O.R. 1187 PG 0384

EXHIBIT "I"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

BOUNDARY SURVEYS, LEGAL DESCRIPTIONS,
AND PLOT PLANS FOR PHASES II, III, AND IV

MAP SHOWING SITE PLAN
OF
PHASE TWO OF THE GREENS
OF ST. AUGUSTINE
TRACT "A-R", REPLAT OF
ST. AUGUSTINE SHORES,

AS RECORDED IN MAP BOOK 13, PAGES 114-124,
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA



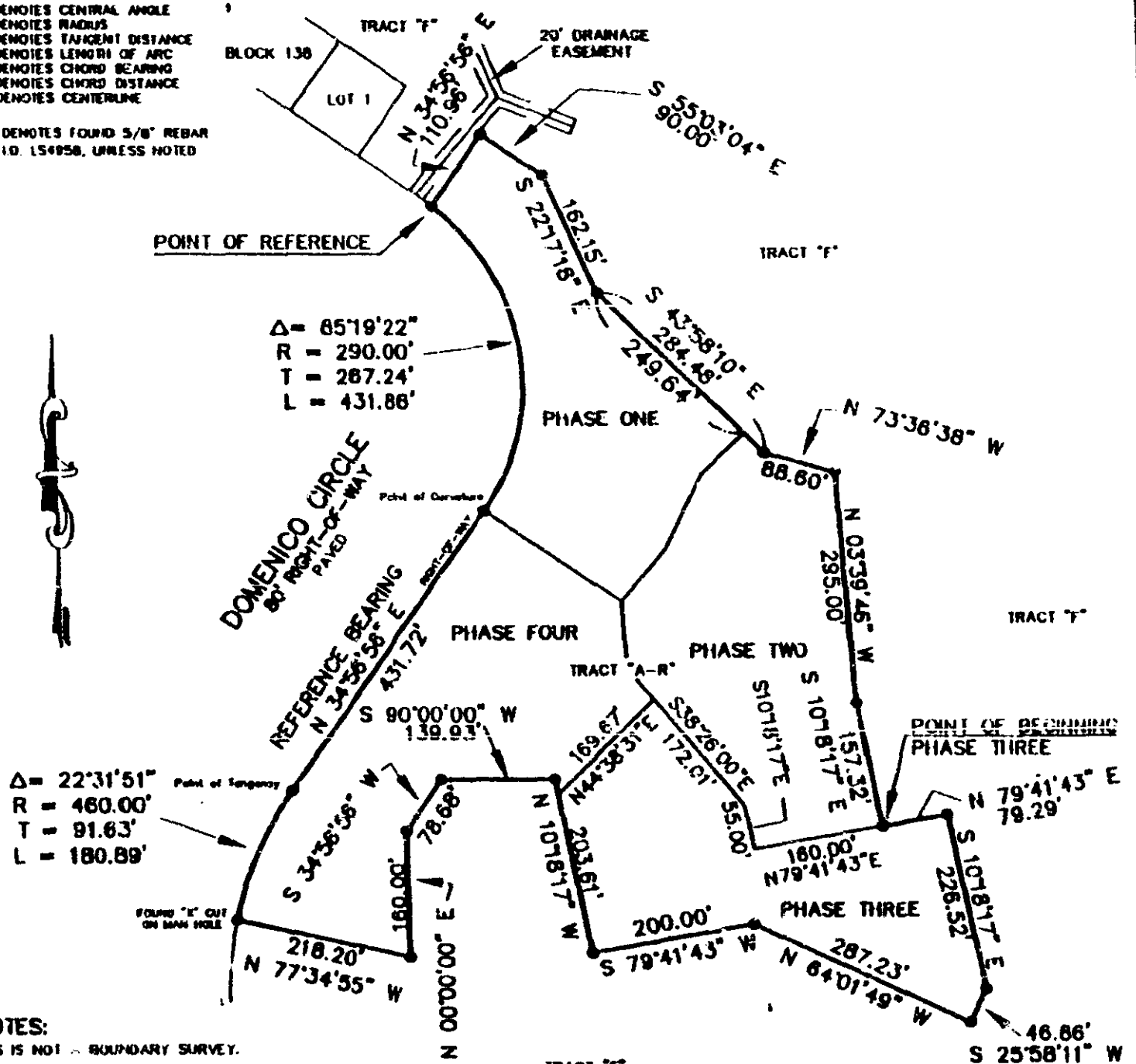
MAP SHOWING SKETCH OF

PHASE THREE OF THE GREENS OF ST. AUGUSTINE, BEING A PORTION OF TRACT "A-R", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 114-124, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH $34^{\circ}56'56''$ EAST, 110.96; THENCE SOUTH $55^{\circ}03'04''$ EAST, 90.00; THENCE SOUTH $22^{\circ}17'18''$ EAST, 162.15; THENCE SOUTH $43^{\circ}58'10''$ EAST, 284.48; THENCE SOUTH $73^{\circ}38'38''$ EAST, 88.60; THENCE SOUTH $03^{\circ}39'46''$ EAST, 295.00; THENCE SOUTH $10^{\circ}18'17''$ EAST, 157.32 TO THE POINT OF BEGINNING OF PHASE THREE; THENCE NORTH $79^{\circ}41'43''$ EAST, 79.29; THENCE SOUTH $10^{\circ}18'17''$ EAST, 226.52; THENCE SOUTH $25^{\circ}58'11''$ WEST, 46.86; THENCE NORTH $64^{\circ}01'49''$ WEST, 287.23; THENCE SOUTH $79^{\circ}41'43''$ WEST, 200.00; THENCE NORTH $10^{\circ}18'17''$ WEST, 203.61; THENCE NORTH $44^{\circ}38'31''$ EAST, 169.67; THENCE SOUTH $38^{\circ}26'00''$ EAST, 172.02; THENCE SOUTH $10^{\circ}18'17''$ EAST, NORTH $79^{\circ}41'43''$ EAST, 160.00 TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
 R - DENOTES RADIUS
 T - DENOTES TANGENT DISTANCE
 L - DENOTES LENGTH OF ARC
 CB - DENOTES CHORD BEARING
 CD - DENOTES CHORD DISTANCE
 C - DENOTES CENTERLINE
 \bullet - DENOTES FOUND 5/8" REBAR
 I.D. 154858, UNLESS NOTED



NOTES:

THIS IS NOT A BOUNDARY SURVEY.

THIS IS A SKETCH OF LEGAL DESCRIPTION

NORTH IS ASSUMED BASED ON THE RIGHT-OF-WAY OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN. ASSUMED BEARING (N $34^{\circ}56'56''$ E) BASED ON THE RIGHT-OF-WAY

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT. NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR.

NO UNDERGROUND UTILITIES OR STRUCTURES LOCATED

I HEREBY CERTIFY THIS SKETCH EXCLUSIVELY TO:
SWAN DEVELOPMENT CORP.,

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

4075 A-1-A South, Suite 201, St. Augustine, FL 32004
1-(804)471-7512

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE S.A. AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM). COMMUNITY PANEL NO. 12314 9129. MAP DATED 8/18/98.

FOR SLURRING OR FL

DRAWN BY: BW

JOB NO. 942705

SCALE: 1" = 200'

SHEET NO. 6 OF 9

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61G17-8, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

R. BRANDT WILSON, P.L.S. (FL CERT. NO. 154860)
Not valid unless signed & embossed with raised seal

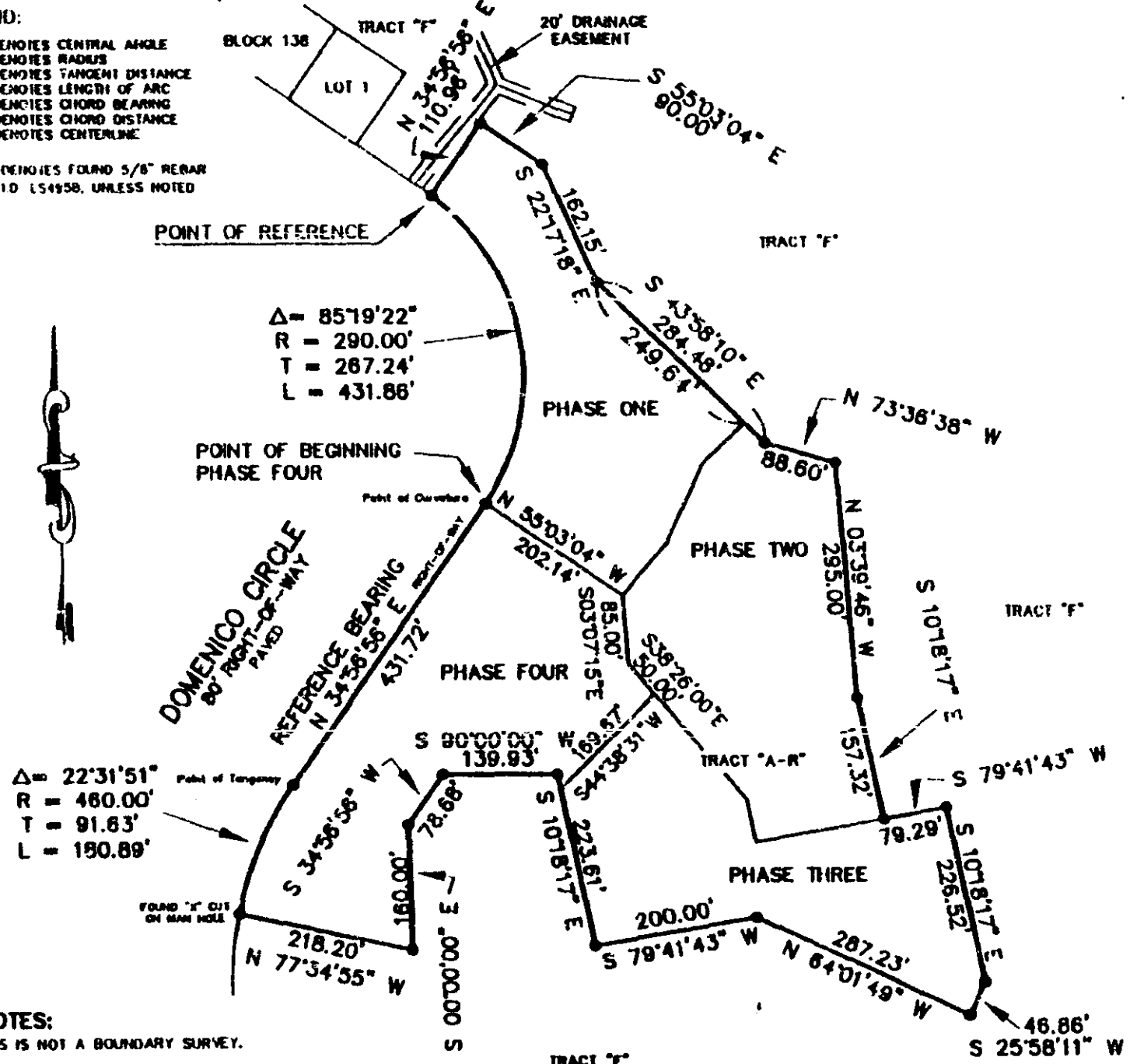
MAP SHOWING SKETCH OF

PHASE FOUR OF THE GREENS OF ST. AUGUSTINE, BEING A PORTION OF TRACT "A-R", REPLAT OF ST. AUGUSTINE SHORES, UNIT TWO, AS RECORDED IN MAP BOOK 13, PAGES 114-124, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE, SAID POINT IS IN A CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00' AND A DELTA OF 85°19'22"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 431.88' TO THE POINT OF CURVATURE AND THE POINT OF BEGINNING OF PHASE FOUR; THENCE SOUTH 55°03'04" EAST, 202.41'; THENCE SOUTH 03°07'15" EAST, 85.00'; THENCE SOUTH 38°26'00" EAST, 50.00'; THENCE SOUTH 44°38'31" WEST, 189.87'; THENCE NORTH 10°18'17" WEST, 20.00'; THENCE SOUTH 90°00'00" WEST, 139.93'; THENCE SOUTH 34°58'56" WEST, 78.68'; THENCE SOUTH 00°00'00" EAST, 160.00'; THENCE NORTH 77°34'55" WEST, 218.20' TO A POINT LYING IN A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 460.00' AND A DELTA OF 22°31'51"; THENCE ALONG THE ARC OF SAID CURVE, 180.89' TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°58'56" EAST, 431.72' TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- L - DENOTES LENGTH OF ARC
- CB - DENOTES CHORD BEARING
- CD - DENOTES CHORD DISTANCE
- C - DENOTES CENTERLINE
- - DENOTES FOUND 5/8" REBAR 10 LS4958, UNLESS NOTED



NOTES:

THIS IS NOT A BOUNDARY SURVEY.
 THIS IS A SKETCH OF LEGAL DESCRIPTION
 NORTH IS ASSUMED BASED ON THE RIGHT-OF-WAY OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN.
 ASSUMED BEARING (N 34°58'56\" E) BASED ON THE RIGHT-OF-WAY
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION, LEGAL DESCRIPTION WAS PROVIDED BY CLIENT, NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR
 NO UNDERGROUND UTILITIES OR STRUCTURES LOCATED

I HEREBY CERTIFY THIS SKETCH EXCLUSIVELY TO:
 SWAN DEVELOPMENT CORP.,

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE S.B.A. AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 122147 01229, MAP DATED 2/28/88
 FOR BLANKS SEE FL

DRAWN BY: RW JOB NO. 242705
 SCALE: 1" = 200' SHEET NO. 2 OF 9

BRANDT WILSON & ASSOCIATES PROFESSIONAL LAND SURVEYOR

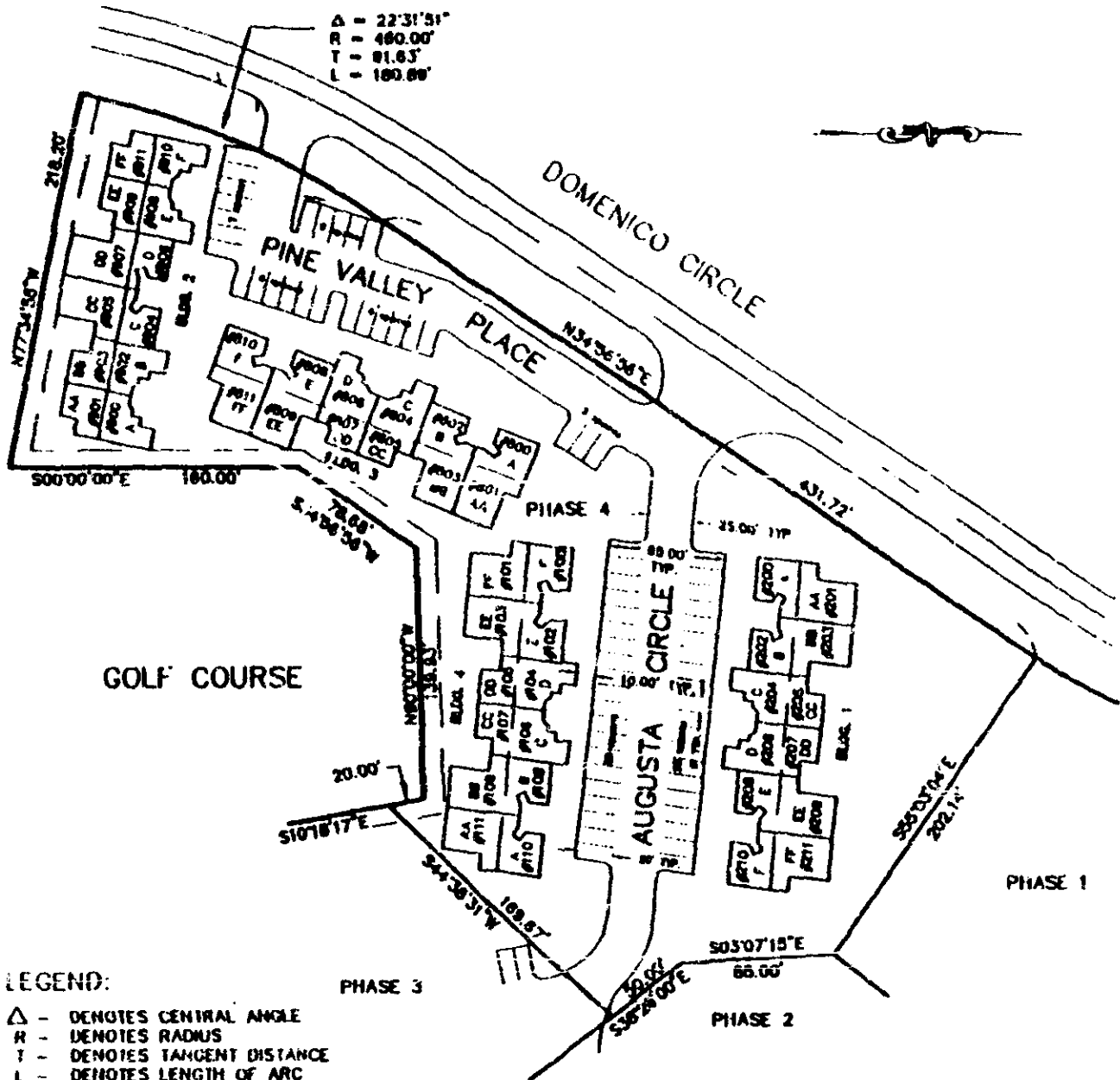
4075 A-1-A South, Suite 201, St. Augustine, FL 32084
 1-(904)471-7512

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to section 472.07, Florida Statute.

R. Brandt Wilson
 R. BRANDT WILSON, P.L.S. FL CERT. NO. LS4890
 Not valid unless signed & embossed with raised seal

MAP SHOWING SITE PLAN
OF
PHASE FOUR OF THE GREENS
OF ST. AUGUSTINE
TRACT "A-R", REPLAT OF
ST. AUGUSTINE SHORES,

AS RECORDED IN MAP BOOK 13, PAGES 114-124,
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA



I HEREBY CERTIFY THIS SKETCH EXCLUSIVELY TO:
SWAN DEVELOPMENT, CORP..

BRANDT WILSON & ASSOCIATES

PROFESSIONAL LAND SURVEYOR



4075 A-1-A South, Suite 201, St. Augustine, FL 32084
1-(904)471-7512

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

R. BRANDT WILSON, P.L.S. FL CERT. NO. 454680
Not valid unless embossed with raised seal of the STATE OF FLORIDA

DRAWN BY: BW

JOB NO.

SCALE: 1" = 100'

SHEET NO.

NOTES:

THIS IS NOT A BOUNDARY SURVEY.

THIS IS A SKETCH SHOWING THE SITE PLAN FOR PHASE 4.

NORTH IS ASSUMED, BASED ON THE R/W OF DOMENICO CIRCLE.

REFERENCE BEARING AS SHOWN (N 34°56'36" E).

PROPOSED IMPROVEMENTS AS SHOWN WERE PROVIDED TO SURVEYOR BY CLIENT.

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT. NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR.

All improvements exclusive of the units are common elements.

O.R. 1187 PG 0390

EXHIBIT "J"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

ARTICLES OF INCORPORATION
OF
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION OF
THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC.

A Florida Not For Profit Corporation

I, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the Purpose of forming a not for profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided. As used herein, terms defined in the Declaration of Condominium for THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM, shall mean the same herein.

1. NAME

The name of the corporation shall be THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation" and its principal office shall be 49 Shores Blvd., St. Augustine, Florida 32086.

2. PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes, the "Condominium Act", a condominium will be created upon certain lands in St. Johns County, Florida, to be known as: THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM (the "Condominium") according to a Declaration of Condominium (the "Declaration") to be recorded in the Public Records of St. Johns County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, the Declaration, and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Corporation's capacity as a condominium association.

3. POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration, and all the powers conferred by the Condominium Act upon a condominium association, and all the powers set forth in the Declaration which are lawful.

3.2 The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

(a) To operate and manage the Condominium and condominium property in accordance with the purpose and intent contained in the Declaration;

(b) To make and collect assessments against members to defray the costs of the Condominium and to refund common surplus to members;

(c) To use the proceeds of assessments in the exercise of its powers and duties;

(d) To maintain, repair, and replace the condominium property;

(e) To reconstruct improvements upon the condominium property after casualty and to further improve the property;

(f) To make and amend By-Laws for the Association and regulations respecting the use of the condominium property;

(g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium property;

(h) To provide for the management and maintenance of the Condominium and to authorize a 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 to it by the Condominium Act which are non-delegable, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

3.3 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.

3.4 The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the condominium property.

4. MEMBERS

4.1 All unit owners in the condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should transfer his unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

4.2 Each unit owner is entitled to one (1) vote for each unit owned by him. In the event that a unit is owned by an entity or by several individuals, such entity or individuals shall designate a voting agent for the unit(s) which they own, as set forth in the Declaration and By-Laws.

4.3 The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

5. EXISTENCE

This corporation shall have perpetual existence.

6. INCORPORATOR

The name and address of the incorporator hereof is:

<u>Name</u>	<u>Address</u>
Gretchen R.H. Vose, Esq.	2705 West Fairbanks Avenue Winter Park, Florida 32789

7. OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>
Teresa Mignano	President
John Maguire	Vice President
Teresa Mignano	Secretary
John Maguire	Treasurer

8. DIRECTORS

8.1 The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association.

8.2 Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association or as otherwise provided in the By-Laws and in the manner set out in the By-Laws. Subject to the By-Laws, Directors shall be elected to serve for a term of two (2) years. In the event of a vacancy, the remaining Director(s) shall appoint a replacement to serve the balance of the term.

8.3 The Developer, its grantees, successors or assigns, shall have the right for the periods of time hereinafter provided to appoint Directors of the Association as follows:

(a) Until the time that Developer has closed the sale of fifteen percent (15%) of the units in the Condominium, Developer may appoint all members of the Board of Directors.

(b) When unit owners other than Developer own fifteen percent (15%) or more of the units in the Condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the member of the Board of Directors.

(c) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors when the first of the following occurs:

(1) Three (3) years after the Developer has closed the sale of fifty percent (50%) of the units in the Condominium; or

(2) Three (3) months after the Developer has closed the sale of ninety percent (90%) of the units in the Condominium; or

(3) When all of the units in the Condominium have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) When Developer elects to terminate its control of the Association.

So long as the Developer holds for sale in the ordinary course of business five percent (5%) of the units in the Condominium, the Developer shall be entitled to appoint not less than one (1) member of the Board of Directors.

8.4 Upon the occurrence of any of the above events, a special meeting of members for the purpose of electing interim directors will be held upon due and proper notice in accordance with applicable law and the By-Laws of the Association. The special meeting when unit owners other than the Developer are entitled to elect a majority of Directors shall constitute the first annual meeting of the members of the Association.

8.5 The Developer shall be entitled at any time to remove or replace any Director originally selected by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint.

8.6 Any employee or agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. The Directors herein named shall serve until the first election of Directors and any vacancies in their number occurring before the first election shall be filled by the Developer. Directors appointed by the Developer need not be member of the Association.

8.7 All Officers shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held immediately following the annual meetings of the membership or as otherwise provided in the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable, consistent with the By-Laws. The President shall be elected from among the Board of Directors; no other Officer need be a Director.

8.8 The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members:

<u>NAME</u>	<u>ADDRESS</u>
Teresa Mignano	49 Shores Blvd. St. Augustine, Fl. 32806
John Maguire	49 Shores Blvd. St. Augustine, Fl. 32086
Jill Sulibian	49 Shores Blvd. St. Augustine, Fl. 32086

9. BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be recorded in the Public Records of St. Johns County, Florida. The By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided in the By-Laws.

10. AMENDMENTS

10.1 A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alternation, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members; and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of two-thirds (2/3) of the Board of Directors, and an affirmative vote of two-thirds (2/3) of the members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

10.2 Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability

including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of Directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED


12.1 No contract or transaction between the Association and one or more of its Directors or Officers, between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability solely by reason of the fact that such Director or Officer may be interested in any such contract or transaction.

12.2 Interested Officers and Directors may be counted in determining the percent of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be: 2705 W. Fairbanks Avenue, Winter Park, Florida 32789. The name of the initial registered agent shall be Gretchen R.H. Vose. The Board of Directors may from time to time move the registered office to any other address in Florida, and select a new registered agent.

IN WITNESS WHEREOF, I have hereunder set my hand at Orange County, Florida, this 29th day of May, 1995.


Gretchen R. H. Vose


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of May, 1995, by Gretchen R.H. Vose.



JO ANN BUSSEY
My Comm Exp. 1/18/97
Bonded By Service Ins
No. CC253756
Notary Public

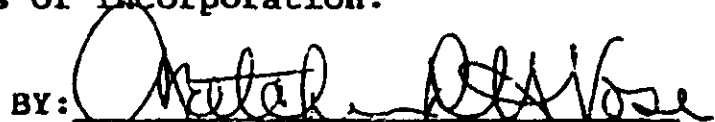
(Notary Seal)


Notary Public
State of Florida at Large

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I hereby accept the appointment as the initial registered agent of The Greens of St. Augustine Condominium Association, Inc. as made in the foregoing Articles of Incorporation.

DATED: May 29, 1995

BY: 
Gretchen R. H. Vose

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STATE
TALLAHASSEE FLORIDA

O.R. 1187 PG 0400

EXHIBIT "K"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

BY-LAWS
OF
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.

**BY-LAWS OF
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE ONE
PLAN OF CONDOMINIUM OWNERSHIP**

Section One. **Unit Ownership.** The
condominium located at 603 Domenico Circle, St. Augustine,
Florida, known as THE GREENS OF ST. AUGUSTINE CONDOMINIUM, A
CONDOMINIUM, is submitted to the provisions of Chapter 718 of
the Florida Statutes, known as the Condominium Act, by
Declaration recorded simultaneously herewith in the St. Johns
County, Public Records.

Section Two. **Applicability to Property.** The
provisions of the By-Laws are applicable to the Condominium,
which term includes the land, the buildings, and all other
improvements thereon, all easements, rights and appurtenances
belonging thereto, and all other property, personal or mixed,
intended for use in connection therewith.

Section Three. **Applicability to Persons.** All
present and future owners, lessees, and mortgagees, their
employees, and any other person who may use the facilities of
the Condominium in any manner, shall be subject to these By-
Laws, the Declaration, relevant unit deeds, and rules and
regulations pertaining to the use and operation of the
condominium property.

Section Four. **Office.** The office of the
Condominium shall be located at 603 Domenico Circle, St.
Augustine, Florida.

ARTICLE TWO

FORM OF ADMINISTRATION

Section One. The Association and Board of Administration. The affairs of the Condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not-for-profit, having the name THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., and hereinafter call the "Association". All power and authority of the Association shall be exercised through its Board of Administration ("the Board"), consisting of not less than three (3) members nor more than five (5) members. The initial Board of Administration shall consist of three (3) members.

Section Two. Composition of Board of Administration. Members of the Board shall be designated by SWAN DEVELOPMENT CORPORATION a Florida corporation, hereinafter called "Developer", or elected by the unit owners as follows:

a. Until fifteen percent (15%) of the units that will eventually be operated by the Association are owned by unit owners other than Developer, and thereafter until successors shall have been elected by unit owners, the Board shall consist of such officers and directors of Developer as Developer shall from time to time designate.

b. Then, in an election by unit owners as provided by law and in these By-Laws, unit owners other than Developer shall elect one (1) member of the Board, and one member designated by Developer shall resign.

c. The Unit Owners' representation on the

Board specified above shall continue until an election, as provided by laws and in these By-Laws, after the earliest of

1.) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2.) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

3.) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

4.) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

5.) Seven years after recordation of the Declaration of Condominium, or

6.) When Developer elects to terminate its control of the Association.

At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater

of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

d. Developer shall be entitled to elect at least one (1) member of the Board for so long as Developer holds five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

Persons elected to the Board by Unit Owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. **Powers and Duties.** The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the Board of Administration shall include, but shall not be limited to the following:

a. Maintenance, repair, replacement, cleaning, and sanitation of the common elements;

b. Determination, assessment, and collection of funds for common expenses, and payment of such expenses;

c. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to

change any such rules;

d. Procurement and maintenance of insurance as hereinafter provided;

e. Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;

f. Authorization and prosecution, in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

g. Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of unit owners generally;

h. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

i. Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

j. Purchasing, leasing or otherwise acquiring in the name of the Board of Administration, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender

by their owners to the Board;

k. Purchasing units at foreclosure or other judicial sale in the name of the Board of Administration or its designee, corporate or otherwise, on behalf of all unit owners;

l. Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and sub-leasing units leased by, the Board of Administration or its designee, corporate or otherwise, on behalf of all unit owners;

m. Organizing corporations to act as designees of the Board of Administration in acquiring title to or leasing units on behalf of all unit owners;

n. Contracting for repairs of, and additions and improvement to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

o. Acquiring title to property or otherwise holding, leasing, mortgaging, or disposing of property in the Association's name for the use and benefit of its members.

Section Four. Election and Terms of Office.

At the first meeting of Unit Owners after the date on which unit owners other than Developer become entitled to elect at least a majority of the members of the Board of Administration, the terms of office of Board members shall be one (1) year. Board members shall hold office until their

successors have been elected and hold their first meeting.

Section Five. **Recall of Board Members.** Any member of the Board of Administration may be removed from office with or without cause by vote or agreement in writing of a majority of all voting interests, and a successor may then and there be elected to fill the vacancy so created.

a. **Recall by Vote.** A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the voting interests by giving notice of the meeting as required for a meeting of unit owners. Such notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member shall turn over to the Board within five (5) full business days any and all records and property of the Association.

b. **Recall by Written Agreement.** If the proposed recall is by a written agreement of a majority of all voting interests, the agreement shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes (1995) and the Florida Rules of Civil Procedure. The Board of Administration shall call a meeting of the Board within five (5) full business days after receipt of the agreement and shall either certify the agreement, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records of the Association in their possession, or, within five (5) full business days, file

with the Division of Florida Land Sales, Condominiums and Mobile Homes, a petition for nonbinding arbitration pursuant to Section 718.1255, Florida Statutes (1993). If the arbitrator certifies the recall, the recall will be effective upon mailing the final order of arbitration to the Association.

c. **Election of Successor.** If less than a majority of Board members are removed as a result of such recall, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If a majority or more Directors are removed as a result of such recall, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Any Board member so elected shall serve for the unexpired term of his predecessor in office.

d. **Hearing.** Any member whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section Six. **Organizational Meeting.** The first meeting of each Board of Administration, at least a majority of the members of which have been elected by unit owners other than Developer, shall be held within thirty (30) days after the election of such Board, at such place as may be fixed by the Board. No notice shall be necessary to the newly elected Board of Administration to legally constitute such meeting, providing that a majority of the Board shall be present.

Section Seven. **Regular Meetings.** Regular

meetings of the Board of Administration may be held at such times and places as shall from time to time be determined by the Board; provided, however, at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Administration shall be given to each Board member personally or by mail, telephone, or facsimile at least fourteen (14) days prior to the date set for such meeting.

Section Eight. Special Meetings. Special meetings of the Board of Administration may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days' notice to each Board member, given personally or by mail, telephone or facsimile. Any such notice shall state the time, place and purpose of the meeting.

Section Nine. Budget Meetings.

a. **Regular Procedure.** The Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to unit owners; however, Unit Owners shall not be entitled to vote on the annual budget except as provided in Subsection b.

b. **Substitute Budget.** If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board, upon written application of ten percent of the members of the Association, shall call a special meeting of the unit

owners within thirty (30) days upon not less than ten (10) days' written notice to each unit owner. At the special meeting, the Unit Owners shall consider and enact a substitute budget. The adoption of the substitute budget shall require a vote of not less than a majority vote of all members. The Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessments without approval of a majority of all the voting interests.

Section Ten. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute

a waiver by him or her of notice of the time and place thereof.

Section Eleven. **Notice of Board Meetings.**

Notice of all meetings of the Board of Administration, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which nonemergency special assessments or amendment to rules regarding unit use will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Notice of any meeting at which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section Twelve. **Quorum.** At all meetings of the Board of Administration, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Administration there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as

originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Administration. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

Section Fourteen. Attendance by Unit Owners. Meetings of the Board of Administration and any committee thereof at which a quorum is present shall be open to all unit owners. Any unit owner may tape record of videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the frequency, duration, and manner of unit owner statements and governing the tape recording and videotaping of the meeting.

Section Fifteen. Written Complaints. When a unit owner files a written complaint by certified mail with the Board of Administration, the Board shall respond to the unit owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein

precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

Section Sixteen. Compensation. The members of the Board of Administration shall serve without compensation.

ARTICLE THREE

OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Vice President and Secretary/ Treasurer, all of whom shall be elected by and from the Board of Administration.

Section Two. Election of Officers. The Officers of the Association shall be elected annually by the Board of Administration at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of Officers. On the affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

Section Four. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Administration and of unit owners. He shall have all general powers and duties that are incident to the office of president of a Florida corporation not for profit, including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist

in the conduct of the affairs of the Association.

Section Five. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be imposed upon him by the Board of Administration.

Section Six. **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Administration and of unit owners; shall have charge of such books and papers as the Board of Administration may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administration or managing agent in such depositories as may from time to time be designated by the Board of Administration, and shall, in general, perform all duties incident of the office of Secretary/Treasurer of a Florida corporation not for profit.

Section 7. **Compensation.** The officers shall serve without compensation.

ARTICLE FOUR

UNIT OWNERS

Section One. **Annual meetings.** Within

seventy-five (75) days after the date on which unit owners other than Developer are entitled to elect a member or members of the Board of Administration, the Board of Administration shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than sixty (60) days after the date of the notice. At such meeting the election described in Article Two, Section 26 shall occur. Thereafter annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Administration sufficient to fill all vacancies and to replace or re-elect members whose terms have expired; however, if there is only one candidate for any election, no election is required.

Section Two. Election Procedure. The regular election shall occur on the date of the annual meeting. Members of the Board shall be elected by written ballot or voting machine. In no event shall proxies be used.

a. First Notice. A first notice of an election meeting shall be mailed or delivered to each unit owner entitled to vote no less than sixty (60) days prior to the meeting.

b. Nominations. Any unit owner or other eligible person may nominate himself or another unit owner or eligible person provided he has written permission to nominate the other person. Any person desiring to be a candidate must give written notice to the Association at least 40 days before the scheduled election.

c. Second Notice. The Association shall mail or

deliver a second notice of the election to all unit owners, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. The costs of mailing and copying shall be borne by the Association; however, the Association shall have no liability for the contents of the information sheet.

d. **Ballots.** Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Administration. No unit owner shall permit another to cast his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who requires assistance in casting his ballot for the reasons stated in Section 101.051, Florida Statutes (1995), may obtain assistance in casting the ballot. A unit owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes (1995).

Notwithstanding the provisions of this section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

Section Three. **Special Meetings.** The President may, and, if directed by resolution of the Board of Administration or by petition signed and presented to the

Secretary/Treasurer by unit owners owning a total of a least two-thirds (2/3) of the common interest, shall call a special meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of unit owners owning at least two-thirds (2/3) of the common interest.

Section Four. **Place of Meetings.** Meetings of unit owners shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

Section Five. **Notice of Meetings.** The Secretary/Treasurer shall mail written notice of each annual or special meeting. Such written notice, which includes an agenda, shall be mailed or delivered to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Unit owners may waive notice of specific meetings.

Section Six. **Quorum.** At all meetings of unit owners at which a quorum is required, a majority of unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of units held of those unit owners present, shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these By-Laws. If, at any meeting of unit owners at which a quorum is required, less than a quorum is present, a majority of those

present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice. As used in these By-Laws, the term "majority" of unit owners" means those owners holding fifty-one percent (51%) in the aggregate in both common interest and number of units.

Section Seven. Order of Business. The order of business at all meetings of unit owners shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of Board of Administration.
- f. Reports of committees.
- g. Election of inspectors of election (when appropriate).
- h. Election of members of Board of Administration (when required)
- i. Unfinished business.
- j. New business.

Section Eight. Voting. The owner or owners of

each unit, or some person appointed by such owner or owners to act a proxy on his or their behalf on such matters at which voting by proxy is permitted, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners.

Section Nine. Proxies. Except as otherwise specifically provided in the Condominium Act, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Limited and general proxies may be used to establish a quorum. Limited proxies shall be used for the following:

a. For votes taken to waive or reduce reserves in accordance with Section 718.112(f)(2), Florida Statutes (1995);

b. For votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes (1995);

c. For votes taken to amend the Declaration pursuant to Section 718.110, Florida Statutes (1995);

d. For votes taken to amend the articles of incorporation or bylaws; or

e. For any matter for which the Condominium Act requires or permits a vote of the unit owners unless the use of a proxy is specifically prohibited by the Condominium Act or by the bylaws.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a

limited proxy is required and given. No proxy, limited or general, may be used in the election of board members or to fill vacancies on the Board. Notwithstanding the provisions of this section, unit owners may vote in person at unit owner meetings.

The appointment of any proxy shall be made in writing filed with the Secretary/Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the unit owner executing it.

Section Ten. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and members of the Board of Administration at all reasonable times.

Section Eleven. Unit owner participation. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items and may tape record or videotape any meeting of the unit owners. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation in unit owner meetings and governing tape recording or videotaping of unit owner meetings.

Section Twelve. Approval by Unit Owners. Any approval by unit owners required by the Condominium Act, the

Declaration of Condominium, or these Bylaws shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Condominium Act, the Declaration, and these Bylaws, provided that unit owners may take action by written agreement without a meeting on matters for which action by written agreement is expressly allowed by statute, the Declaration, or these Bylaws.

ARTICLE FIVE

OPERATION OF PROPERTY

Section One. Determination of the Common

Expenses. Each year the Board of Administration shall prepare a detailed proposed budget of Common Expenses for the Association. This budget shall show the amounts budgeted by accounts and expense classifications and shall include projections of Common Expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners proportionate to each Unit Owner's interest in the common elements as provided in the Declaration. The final annual budget of Common Expenses shall be adopted by the Board after consideration at a meeting held pursuant to Article Two, Section Nine.

As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

a. All expenses of administration, maintenance, repair and replacement of the common elements.

b. Insurance premiums on all policies of

insurance obtained by the Board of Administration, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.

- c. Working capital reserve.
- d. General operating reserve.
- e. Repair and replacement reserve.
- f. Reserve for deficits accrued in prior years.
- g. Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- h. Utility rates for water and gas, and related sewer rents.
- i. Utility rates for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.
- j. All other amounts that the owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.
- k. All other amounts designated common expenses by the Declaration, by these By-Laws, or by law.

The budget shall also include reserve accounts for capital expenditures and deferred maintenance. These reserve accounts shall include but are not limited to, roof replacement, building painting, and pavement resurfacing and any other item for which the deferred maintenance expense a

replacement cost exceeds \$10,000. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer, pursuant to section 718.301, the Developer may vote to waive the reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

Reserve funds and the interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit owners other than Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Section Two. **Collection of Assessments.** The Board of Administration shall, by suitable written notice, assess common expenses against unit owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than then (10) days for the date due, the

Board of Administration will take prompt action to collect it.

Section Three. **Common Surplus.** If in any taxable year the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Administration, such excess shall be retained and applied to lessen the assessments for the next year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

Section Four. **Liability for Assessments.** All unit owners are obligated to pay the common expenses assessed by the Board of Administration at the times set forth in these By-Laws. No unit owner may exempt himself from liability for any assessment for common expenses by waiver of use or enjoyment of any of the common elements or by abandonment of his unit.

Section Five. **Default in Payment of Common Expenses.** In the event a unit owner shall fail, for thirty (30) days following the due date thereof, to pay to the Board of Administration the common expenses assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such common expenses from the due date thereof, together with all administrative late fees and expenses, including reasonable attorneys' fees, incurred by the Board of Administration in any proceeding brought to collect the

same, or to foreclose a lien for nonpayment thereof.

Section Six. **Foreclosure of Liens for Unpaid Common Expenses.** The Board of Administration may bring an action to foreclose any lien for unpaid common charges in the manner that a mortgage of real property is foreclosed or it may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the unit owner.

Section Seven. **Use of Units; Rules and Regulations.** The use of units and the common elements shall be subject to reasonable restrictions set forth in the Declaration and the Rules and Regulations promulgated and amended from time to time by the Board of Directors with the approval of a majority of unit owners. Copies of all such rules and regulations shall be furnished to each unit owner prior to their effective date.

ARTICLE SIX

RECORDS

Section One. **Records; certification.** The Board of Administration shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each

assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Administration shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners.

Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Administration to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

Section Two. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor may be accepted by the Board as evidence of compliance by the condominium units to the applicable fire and life safety codes.

ARTICLE SEVEN

ARBITRATION

Section One. Disputes Between Unit Owners and Association. Prior to the institution of any litigation between a unit owner and the Association, the parties shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. Arbitration shall be conducted according to the rules promulgated by the Division and in accordance with the procedure set forth in Chapter 718.1255, Florida Statutes (1995).

Section Two. Other Disputes. Internal disputes arising from the operation of the Condominium among Unit Owners or the Association may be resolved by mandatory non-binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales, Condominiums, and Mobile

Homes pursuant to Florida Statute 718.1255. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding in any other manner provided for in these by-laws or the Condominium Act.

ARTICLE EIGHT

MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the Board of Administration shall be sent by registered or certified mail to the office of the Board, or to such other address as such owner may have designated, in writing, to the Board of Directors. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions or these By-Laws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section Four. **Captions.** Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision hereof.

Section Five. **Conduct of Meetings.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these By-Laws.

Section Six. **Priorities in Case of Conflict.**
In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- a. The Declaration of Condominium
- b. The Articles of Incorporation
- c. The By-Laws
- d. The Rules and Regulations

ARTICLE NINE

AMENDMENT

Section One. **Amendments.** These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-six and two-thirds percent ($66\frac{2}{3}\%$) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of units without their consent. Any such amendment or supplement

shall be filed or recorded in the office in which the Declaration and a copy of these By-Laws are recorded.

IN WITNESS WHEREOF, We, being all of the Directors of The Greens of St. Augustine Condominium Association, Inc., have hereunto set our hands this _____ day of _____, 1996.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, who is personally known to me or who produced _____ as identification.

Signature of Notary

Name of Notary Typed, Printed or Stamped
Commission Number _____
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, who is personally known to me or who produced _____ as identification.

Signature of Notary

Name of Notary Typed, Printed or Stamped
Commission Number _____
My Commission Expires: _____

O.R. 1187 PG 0430

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of _____, 1996, by _____,
who is personally known to me or who produced _____
as identification.

Signature of Notary

Name of Notary Typed, Printed or
Stamped

Commission Number

My Commission Expires:

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of The Greens of St. Augustine Condominium Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the _____ day of _____, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1996.

Secretary/Treasurer

(Corporate Seal)

O.R. 1187 PG 0432

EXHIBIT "L"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

ESTIMATED INITIAL OPERATING BUDGET
FOR
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION

**GREENS OF ST. AUGUSTINE
OPERATING BUDGET FOR 1996
6 MONTHS**

O.R. 1187 PG 0433

**38 UNITS
CONSTRUCTED
FIRST YEAR
ANNUAL MONTHLY**

I. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM

Administration of the Association:

Stationary & Supplies	\$ 150.	\$ 25.
Legal & Engineering Services	\$ 300.	\$ 50.
Accounting Services	\$ 300.	\$ 50.
Management Fees	\$ 1,500.	\$ 250.
Repairs & Maintenance (General)	\$ 1,500.	\$ 250.

Other Maintenance Expenses:

Salaries, Taxes and Insurance	\$ 1,500.	\$ 250.
Equipment	\$ 300.	\$ 50.
Taxes on Personal Property	\$ 200.	\$ 34.
Licenses and Permits	\$ 600.	\$ 100.
Insurance	\$ 1,500.	\$ 250.

Other Expenses:

Water and Sewer Service	\$11,400.	\$1,900.
Electricity	\$ 1,430.	\$ 240.
Telephone	\$ 600.	\$ 100.
Refuse Removal	\$ 720.	\$ 120.
Cable TV	\$ 2,740.	\$ 457.

Other Capital/Outside Services:

Lawn Mowing	\$ 2,500.	\$ 417.
Termite Control/Pest Control	\$ 3,420.	\$ 570.
Pool Chemical & Supplies	\$ 1,000.	\$ 167.

Annual Fee For Condominium Assoc.

Payable to Div. Of Florida Land Sales, Condominiums & Mobile Homes	\$ 155.	\$ 25.
Contingency Fund	\$ 2,280.	\$ 380.
ESTIMATED TOTAL OPERATING EXPENSES	\$34,095.	\$ 5,685.

MAINTENANCE FEE PER UNIT	\$ 897.	\$ 150.
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O.R. 1187 PG 0434

EXHIBIT "M"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

1996 OPERATING BUDGET
FOR
THE ST. AUGUSTINE SHORES
SERVICE CORPORATION, INC.

ST. AUGUSTINE SHORE SERVICE CORPORATION
PROPOSED BUDGET 1995/1996

O.R. 1187 PG 0435

	ACTUAL 91/92	ACTUAL 92/93	ACTUAL 93/94	BUDGET 94/95	Y-T-D 12-31-94 (6 MONTHS)	BUDGET 94/95 2 USED	PREDICTED 94/95 12 MONTHS	BUDGET 95/96
ACCTG SERVICES								
OPERATING ACC'T CASH BAL.	\$121,817	\$77,524	\$84,821	\$155,999	\$155,999	\$219,283	\$155,999	\$188,720

INCOME:

1000 MAINTENANCE FEES	1	\$451,972	\$458,886	\$555,967	\$556,908	\$276,870	502 \$553,322	\$557,604
1001 COND. BACK MAINT. FEE 1A						171.5		\$377
1005 COMPOUND FEE	2	\$5,990	\$2,817	\$3,283	\$2,500	\$1,285	512 \$1,509	\$3,500
1006 ADMINISTRATION FEES 2A			732.77			\$708		\$1,538
1010 INTEREST	3	\$2,725	\$872		\$990	\$683	892 \$1,855	\$1,041
1002 RENT TO SASSC FROM R/V3A						\$10,716		\$21,432
1015 GAIN ON SALE OF ASSETS 4			\$0	\$0	\$300			\$0
1020 MISCELLANEOUS INCOME 5		\$543	\$3,059	\$827	\$0	\$149		\$269
TOTAL INCOME		\$461,230	\$465,634	\$560,810	\$554,398	\$291,083	532 \$580,982	\$583,577

EXPENSES:

ADMINISTRATION:

2000 PAYROLL	6	\$65,003	\$61,014	\$56,532	\$66,667	\$32,305	482 \$65,667	\$77,929
2010 PAYROLL TAXES	7	\$5,215	\$5,760	\$4,305	\$7,700	\$2,633	342 \$5,366	\$7,001
2020 WORKERS COMP. INS.	8	\$565	\$564	\$453	\$833	\$123	152 \$230	\$774
2030 EMPLOYEE HOSP. INS.	9	\$7,926	\$7,025	\$8,425	\$8,921	\$3,069	342 \$6,001	\$6,904
2040 LIABILITY INS.	10	\$3,640	\$4,525	\$3,920	\$4,520	\$0	02 \$4,990	\$5,040
2050 AUTO INS.	11	\$858	\$0	\$343	\$727	\$0	02 \$661	\$661
2055 OFFICE EQUIPMENT	12	\$0	\$625	\$474	\$3,680	\$2,516	682 \$5,535	\$5,280
2057 TRAINING EXPENSE	13	\$0	\$3,130	\$1,165	\$3,000	\$81	32 \$179	\$3,000
2060 OFFICE EXPENSE	14	\$19,831	\$10,753	\$6,617	\$8,571	\$4,557	532 \$9,682	\$8,875
2065 MEETING - ANNUAL	15	\$492	\$0	\$1,995	\$1,000	\$0	02 \$1,000	\$1,000
2070 TELEPHONE	16	\$907	\$1,207	\$1,316	\$3,512	\$585	172 \$1,354	\$1,912
2080 RENT TO RVC	17	\$7,000	\$9,000	\$7,000	\$13,700	\$5,140	382 \$10,408	\$12,800
2081 COMM. MEETINGS - OUT 17A				\$300		\$0		\$300
2085 MORTGAGE INT./RV CLUB 17B						\$6,593		\$26,400
2090 UTILITIES	18	\$50	\$250	\$650	\$780	\$250	322 \$550	\$780
2100 POSTAGE	19	\$4,111	\$4,045	\$3,362	\$5,907	\$2,109	362 \$4,039	\$6,774
2103 RENTAL POSTAL EQUIP	20	\$0	\$1,472	\$1,740	\$1,658	\$675	422 \$1,285	\$1,658
2105 INTEREST EXPENSE	21	\$0	\$0	\$30	\$0	\$0		\$0
2110 LEGAL	22	\$12,812	\$8,403	\$502	\$17,000	\$300	22 \$659	\$7,000
2111 DIRECTOR'S EXP. ACC'T 22A				\$1.63		\$36		\$79
2112 ACCOUNTING/AUDIT	23	\$0	\$1,205	\$4,200	\$6,000	\$4,500	752 \$9,900	\$6,000
2115 CONTRACTS	24	\$506	\$855	\$978	\$1,600	\$1,462	912 \$3,118	\$0
2118 CUSTOMER DISCOUNTS	25	\$7,045	\$0	\$0	\$0	\$0		\$0
2119 ADMINISTRATIVE DEPREC	26	\$1,162	\$1,227	\$1,997	\$0	\$0		\$2,000
2120 MISCELLANEOUS	27	\$4,266	\$579	\$1,619	\$1,600	\$179	112 \$245	\$1,500
2121 BAD DEBTS	28	(\$11,374)	\$0	\$0	\$1,000	\$0	02 \$0	\$0
2122 LICENSES(B)	29	(\$85)	\$915	\$200	\$100	\$100	1002 \$220	\$100

		ACTUAL	ACTUAL	ACTUAL	BUDGET	Y-T-D	BUDGET	PREDICTED	BUDGET
		91/92	92/93	93/94	94/95	12-31-94	94/95	94/95	95/96
						(6MONTHS)	2 USED	12MONTHS	
ACCT# SERVORP									
OPERATING ACCT CASH BAL.		\$121,817	\$77,524	\$84,821	\$155,999	\$155,999	\$219,283	\$155,999	\$188,720
2123 TAXES/SERVORP	30		\$4,776		\$0	\$0		\$0	\$0
2301 LATE FEES(B)	31		\$0	\$8	\$0	\$100		\$220	\$0
2302 PENALTIES(B)	32		\$2,380	\$1	\$0	\$30		\$271	\$0
2305 LOSS FROM THEFT	32A							\$66	
TOTAL ADMIN. EXPENSE		\$130,928	\$129,710	\$110,221	\$158,476	\$67,362	\$323,160,424	\$184,988	\$94,808
MAINTENANCE:									
4000 PAYROLL	34	\$130,190	\$129,679	\$107,686	\$121,732	\$48,771	40X \$97,837	\$107,474	
4010 PAYROLL TAXES	35	\$11,686	\$12,504	\$11,794	\$14,060	\$4,452	32X \$8,969	\$12,413	
4020 WORKERS COMP. INS.	36	\$9,996	\$10,298	\$7,965	\$9,556	\$2,265	24X \$4,284	\$8,437	
4030 EMPLOYEES HOSP. INS.	37	\$11,265	\$14,108	\$10,729	\$17,266	\$4,134	24X \$8,245	\$11,756	\$140,079
4035 LIABILITY INS.	38	\$1,280	\$7,559	\$6,400	\$6,670	\$0	0X \$6,670	\$7,580	
4040 AUTO INS.	39	\$6,060		\$525	\$3,305	\$0	0X \$3,000	\$3,014	
4050 GASOLINE	40	\$11,257	\$7,740	\$4,570	\$7,560	\$2,077	27X \$4,126	\$5,166	
4051 DIESEL	41	\$0	\$1,270	\$1,477	\$1,740	\$1,131	65X \$2,181	\$2,900	
4052 OIL	42	\$0	\$0	\$596	\$602	\$0	0X \$602	\$602	
4060 VEHICLE REPAIR/MAINT	43	\$6,681	\$10,510	\$9,644	\$12,100	\$8,067	67X \$16,669	\$15,100	
4070 REPAIRS & MAINT	44	\$24,423	\$16,424	\$7,609	\$5,933	\$4,844	82X \$9,785	\$9,765	
4080 TELEPHONE	45	\$491	\$472	\$747	\$720	\$329	46X \$669	\$720	
4090 UTILITIES	46	\$4,737	\$6,540	\$7,211	\$5,166	\$2,444	47X \$10,670	\$10,670	
4110 GROUNDS SUPPLIES	47	\$5,562	\$141	\$204	\$6,100	\$45	1X \$98	\$0	
4116 UNIFORM R & C	48	\$0	\$0	\$3,535	\$4,200	\$1,360	32X \$2,772	\$4,200	
4120 MISCELLANEOUS	49	\$3,342	\$4,137	\$155	\$525	\$35	7X \$76	\$0	
4115 DEPRECIATION	49A	\$25,938	\$22,154	\$18,086		\$0		\$18,000	
4125 LOSS ON EQUIP DISP.	49B	\$3,379	\$6,383	\$2,721				\$2,700	
TOTAL MAINTENANCE		\$256,287	\$249,919	\$201,673	\$217,235	\$79,952	37X \$197,354	\$199,797	

	ACTUAL 91/92	ACTUAL 92/93	ACTUAL 93/94	BUDGET 94/95	Y-T-D 12-31-94 (6MONTHS) % USED	BUDGET 94/95 12MONTHS	PREDICTED 94/95 12MONTHS	BUDGET 95/96
ACC'D SERVICRP								
OPERATING ACC'T CASH BAL.	\$121,817	\$77,524	\$84,821	\$155,999	\$155,999	\$219,283	\$155,999	\$188,720

GENERAL:

3000 STREET LIGHTING	50	\$65,416	\$69,656	\$63,911	\$69,979	\$26,540	38%	\$52,056	\$71,504
3030 TAXES - PROPERTY	51	\$11,590	\$10,555	\$12,509	\$11,954	\$9,806	82%	\$21,574	\$12,552
3050 ENVIRONMENTAL CONTROL	52	\$5,246	\$8,800	\$7,696	\$7,560	\$2,960	39%	\$5,802	\$11,300
3060 CONTRACT GROUNDS/DUMP	53	\$5,213	\$1,182	\$5,596	\$2,100	\$1,385	66%	\$2,387	\$4,700
3070 PARK MAT./SOO	54	\$13,440	\$5,755	\$10,311	\$15,600	\$1,456	9%	\$3,048	\$13,600
3080 FUTURES PLANNING	55	\$0			\$0	\$0		\$0	\$0
3090 EQUIP. REPL./PURCH.	56	\$1,330	\$1,140	\$2,098	\$49,100	\$1,024	2%	\$2,252	\$45,600
3100 COMPOUND EXPENSE	57		\$520	\$2,240	\$1,000	\$1,047	105%	\$1,769	\$1,750
3102 COMPOUND EXP. BALANCE	58			(\$1,046)		(\$600)		(\$1,080)	
1019 WRITE OFFS ACC/REC	59	\$177	\$174	\$15,131		\$1,510		\$3,322	
6001 INCOME TAX EXPENSE	33	\$307	\$789	\$514	\$800	\$0	0%	\$514	\$800
TOTAL GENERAL		\$102,718	\$98,571	\$118,859	\$158,993	\$45,128	29%	\$91,644	\$161,805
TOTAL EXPENSES		\$489,933	\$478,200	\$430,762	\$533,804	\$192,441	36%	\$449,423	\$546,590
								PAYROLL AS % OF TOTAL EXPENSE	43.0%
TOTAL INCOME - TOTAL EXPENSES		(\$28,703)	(\$12,566)	\$130,048	\$20,594	\$98,642		\$131,559	\$36,987

O.R. 1187 PG 0438

EXHIBIT "N"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

ESTIMATED OPERATING BUDGET
FOR
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.
PHASES I THROUGH IV

**ESTIMATED ANNUAL BUDGET FOR 1996
THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM
FOR THE PERIOD: JANUARY 1, - DECEMBER 31, 1996
170 UNITS, 38 COMPLETED IN BUDGET PERIOD
PHASE I**

D.R. 1167 PG 0439

	ANNUAL	MONTHLY
I. EXPENSES FOR THE ASSOCIATION/CONDOMINIUM		
Administration of the Association		
Office Supplies	\$ 600.	\$ 50.
Legal	600.	50.
Accounting	600.	50.
Management	NOT APPLICABLE	
Maintenance/Repair	3,000.	250.
Equipment	600.	50.
Other Maintenance Expenses:		
Salaries & Payroll Taxes	6,000.	500.
Payroll Taxes	600.	50.
Health Insurance	1,000.	83.
Workman's Comp Insurance	600.	50.
Rent for recreational & other commonly used facilities	NOT APPLICABLE	
Taxes on personal property	400.	33.
Licenses and Permits	200.	17.
Taxes on Leased Areas	NOT APPLICABLE	
Insurance - Property Replacement & Liability & Flood Policies	1,000.	83.
Security Provision	NOT APPLICABLE	
Other Expenses:		
Water/Sewer	18,240.	1,520.
Electricity	3,000.	250.
Telephone	1,200.	100.
Trash Removal	1,500.	125.
Operating Capital/Outside Services:		
Lawn Mowing	4,300.	358.
Pool Chem. & Supply	1,670.	139.
Termite Control (Bond)	1,200.	100.
Pest Control	6,840.	570.
Cable TV	5,480.	456.
Annual Fee for Condominium Association	152.	13.
Payable to Division of FL Land Sales Condominium & Mobile Homes		

Contingency Misc. (Potential Income Taxes and add'l Potential Common Expenses; sidewalks, stairwells, Road/Court signs)	1,200.	100.
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Depreciation	500.	42.
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SUBTOTAL OPERATING EXPENSES	\$57,345.	\$4,778.
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SCHEDULE OF RESERVES FOR CAPITAL EXPENDITURES & DEFERRED MAINTENANCE

ESTIMATED TOTAL USEFUL LIFE	ESTIMATED REMAINING USEFUL LIFE	COMPONENT	ESTIMATED BALANCE 1/96	ESTIMATED REPLACEMENT COST	1996 BUDGET
30 YRS	30 YRS	Roof	- 0 -	\$47,250.	\$1,575.
10 YRS	10 YRS	Painting	- 0 -	\$27,000.	\$2,700.
15 YRS	15 YRS	Paving	- 0 -	\$19,500.	\$1,300.
15 YRS	15 YRS	Pool	- 0 -	\$75,000.	\$5,000.
25 YRS	25 YRS	Irrig/Wells	- 0 -	\$12,000.	\$ 480.
TOTALS				\$11,055.	\$922.

ESTIMATED TOTAL OPERATING & RESERVE BUDGET	\$68,400.	\$5,700.
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MAINTENANCE FEE PER UNIT	\$1,800.	\$150.
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**II. EXPENSES FOR A UNIT OWNER PAYABLE TO
PERSONS OTHER THAN THE ASSOCIATION:**

RENT FOR THE UNIT	NOT APPLICABLE
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RENT PAYABLE UNDER A RECREATIONAL LEASE OR LEASE FOR USE OF COMMONLY USED FACILITIES	NOT APPLICABLE
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**ESTIMATED ANNUAL BUDGET FOR 1997
THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM
FOR THE PERIOD: JANUARY 1, - DECEMBER 31, 1997
170 UNITS, 80 COMPLETED IN BUDGET PERIOD
PHASE II**

O.R. 1187 PG 0441

	ANNUAL	MONTHLY
I. EXPENSES FOR THE ASSOCIATION/CONDOMINIUM		
Administration of the Association		
Office Supplies	\$ 1,200.	\$ 100.
Legal	1,200.	100.
Accounting	1,300.	108.
Management	NOT APPLICABLE	
Maintenance/Repair	6,300.	525.
Equipment	1,200.	100.
Other Maintenance Expenses:		
Salaries & Payroll Taxes	12,600.	1,050.
Payroll Taxes	1,200.	100.
Health Insurance	2,100.	175.
Workman's Comp Insurance	1,200.	100.
Rent for recreational & other commonly used facilities	NOT APPLICABLE	
Taxes on Personal Property	850.	71.
Licenses and Permits	420.	35.
Taxes on Leased Areas	NOT APPLICABLE	
Insurance - Property Replacement & Liability & Flood Policies	2,100.	175.
Security Provision	NOT APPLICABLE	
Other Expenses:		
Water/Sewer	38,400.	3,200.
Electricity	6,300.	525.
Telephone	2,500.	208.
Trash Removal	3,200.	267.
Operating Capital/Outside Services:		
Lawn Mowing	9,000.	750.
Pool Chem. & Supply	3,133.	261.
Termite Control (Bond)	2,500.	208.
Pest Control	14,400.	1,200.
Cable TV	11,500.	959.
Annual Fee for Condominium Association Payable to Division of FL Land Sales Condominium & Mobile Homes	320.	27.

Contingency Misc. (Potential Income Taxes and add'l Potential Common Expenses; sidewalks, stairwells, Road/Court signs)	2,500.	208.
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Depreciation	1,000.	83.
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SUBTOTAL OPERATING EXPENSES	\$120,423.	\$10,535.
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SCHEDULE OF RESERVES FOR CAPITAL EXPENDITURES & DEFERRED MAINTENANCE

ESTIMATED TOTAL USEFUL LIFE	ESTIMATED REMAINING USEFUL LIFE	COMPONENT	ESTIMATED BALANCE 1/97	ESTIMATED REPLACEMENT COST	1997 BUDGET	
30 YRS	29 YRS	Roof	\$1,575.	\$94,500.	\$3,204.	\$267.
10 YRS	9 YRS	Painting	\$2,700.	\$54,000.	\$5,700.	475.
15 YRS	14 YRS	Paving	\$1,300.	\$39,000.	\$2,693.	324.
15 YRS	14 YRS	Pool	\$5,000.	\$75,000.	\$5,000.	417.
25 YRS	24 YRS	Irrig/Wells	400.	\$24,000.	\$ 980.	82.
TOTALS				\$17,577.	\$1,465.	

ESTIMATED TOTAL OPERATING & RESERVE BUDGET	\$144,000.	\$12,000.
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MAINTENANCE FEE PER UNIT	\$1,800.	\$150.
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**II. EXPENSES FOR A UNIT OWNER PAYABLE TO
PERSONS OTHER THAN THE ASSOCIATION:**

RENT FOR THE UNIT	NOT APPLICABLE
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RENT PAYABLE UNDER A RECREATIONAL LEASE OR LEASE FOR USE OF COMMONLY USED FACILITIES	NOT APPLICABLE
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**ESTIMATED ANNUAL BUDGET FOR 1998
THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM
FOR THE PERIOD: JANUARY 1, - DECEMBER 31, 1998
170 UNITS, 122 COMPLETED IN BUDGET PERIOD
PHASE III**

D.R. 1187 PG 0443

	ANNUAL	MONTHLY
I. EXPENSES FOR THE ASSOCIATION/CONDOMINIUM		
Administration of the Association		
Office Supplies	\$ 1,900.	\$ 158.
Legal	1,900.	158.
Accounting	2,000.	167.
Management	NOT APPLICABLE	
Maintenance/Repair	10,000.	834.
Equipment	1,900.	158.
Other Maintenance Expenses:		
Salaries & Payroll Taxes	19,300.	1,608.
Payroll Taxes	1,900.	158.
Health Insurance	3,200.	267.
Workman's Comp Insurance	2,000.	167.
Rent for recreational & other commonly used facilities	NOT APPLICABLE	
Taxes on Personal Property	1,300.	108.
Licenses and Permits	550.	54.
Taxes on Leased Areas	NOT APPLICABLE	
Insurance - Property Replacement & Liability & Flood Policies	3,200.	267.
Security Provision	NOT APPLICABLE	
Other Expenses:		
Water/Sewer	58,600.	4,883.
Electricity	9,600.	800.
Telephone	3,900.	325.
Trash Removal	4,800.	400.
Operating Capital/Outside Services:		
Lawn Mowing	15,000.	1,250.
Pool Chem. & Supply	4,500.	375.
Termite Control (Bond)	3,800.	317.
Pest Control	22,000.	1,833.
Cable TV	17,600.	1,467.
Annual Fee for Condominium Association	488.	40.
Payable to Division of FL Land Sales		
Condominium & Mobile Homes		

Contingency Misc. (Potential income Taxes and add'l Potential Common Expenses; sidewalks, stairwells, Road/Court signs)	3,800.	317.
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Depreciation	1,600.	133.
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SUBTOTAL OPERATING EXPENSES	\$194,938.	\$16,245.
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SCHEDULE OF RESERVES FOR CAPITAL EXPENDITURES & DEFERRED MAINTENANCE

ESTIMATED TOTAL USEFUL LIFE	ESTIMATED REMAINING USEFUL LIFE	COMPONENT	ESTIMATED BALANCE 1/98	ESTIMATED REPLACEMENT COST	1998 BUDGET	
30 YRS	28 YRS	Roof	\$ 5,154.	\$141,750.	\$4,892.	\$ 487.
10 YRS	8 YRS	Painting	\$ 9,659.	\$ 81,000.	\$9,075.	758.
15 YRS	13 YRS	Paving	\$ 4,437.	\$ 58,500.	\$4,193.	348.
15 YRS	13 YRS	Pool	\$4,078.	\$ 75,000.	\$5,000.	417.
25 YRS	23 YRS	Irrig/Wells	\$1,700.	\$ 36,000.	\$1,502.	125.
TOTALS					\$24,662.	\$2,055.

ESTIMATED TOTAL OPERATING & RESERVE BUDGET	\$219,600.	\$18,300.
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MAINTENANCE FEE PER UNIT	\$1,800.	\$150.
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**II. EXPENSES FOR A UNIT OWNER PAYABLE TO
PERSONS OTHER THAN THE ASSOCIATION:**

RENT FOR THE UNIT	NOT APPLICABLE
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RENT PAYABLE UNDER A RECREATIONAL LEASE OR LEASE FOR USE OF COMMONLY USED FACILITIES	NOT APPLICABLE
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**ESTIMATED ANNUAL BUDGET FOR 1999
THE GREENS OF ST. AUGUSTINE, A CONDOMINIUM
FOR THE PERIOD: JANUARY 1, - DECEMBER 31, 1999
170 UNITS, 170 COMPLETED IN BUDGET PERIOD
PHASE IV**

O.R. 1187 PG 0445

	ANNUAL	MONTHLY
I. EXPENSES FOR THE ASSOCIATION/CONDOMINIUM		
Administration of the Association		
Office Supplies	\$ 2,640.	\$ 220.
Legal	2,650.	221.
Accounting	2,700.	225.
Management	NOT APPLICABLE	
Maintenance/Repair	13,420.	1,118.
Equipment	2,700.	225.
Other Maintenance Expenses:		
Salaries & Payroll Taxes	26,800.	2,233.
Payroll Taxes	2,650.	221.
Health Insurance	4,500.	375.
Workman's Comp Insurance	2,650.	221.
Rent for recreational & other commonly used facilities	NOT APPLICABLE	
Taxes on Personal Property	1,800.	150.
Licenses and Permits	900.	75.
Taxes on Leased Areas	NOT APPLICABLE	
Insurance - Property Replacement & Liability & Flood Policies	4,500.	375.
Security Provision	NOT APPLICABLE	
Other Expenses:		
Water/Sewer	81,600.	6,800.
Electricity	13,400.	1,117.
Telephone	5,370.	448.
Trash Removal	6,700.	558.
Operating Capital/Outside Services:		
Lawn Mowing	20,700.	1,725.
Pool Chem. & Supply	7,256.	605.
Termite Control (Bond)	5,370.	448.
Pest Control	30,600.	2,550.
Cable TV	24,500.	2,041.
Annual Fee for Condominium Association Payable to Division of FL Land Sales Condominium & Mobile Homes	680.	57.

Contingency Misc. (Potential Income Taxes and add'l Potential Common Expenses; sidewalks, stairwells, Road/Court signs) 5,370. 447.

Depreciation 2,300. 192.

SUBTOTAL OPERATING EXPENSES \$271,756. \$22,646.

SCHEDULE OF RESERVES FOR CAPITAL EXPENDITURES & DEFERRED MAINTENANCE

ESTIMATED TOTAL USEFUL LIFE	ESTIMATED REMAINING USEFUL LIFE	COMPONENT	ESTIMATED BALANCE 1/99	ESTIMATED REPLACEMENT COST	1999 BUDGET	
38 YRS	27 YRS	Roof	\$ 9,671.	\$284,750.	\$ 7,225.	\$ 662.
10 YRS	7 YRS	Painting	\$17,475.	\$117,000.	\$14,218.	1,185.
15 YRS	12 YRS	Paving	\$ 8,186.	\$ 84,596.	\$ 6,360.	530.
15 YRS	12 YRS	Pool	\$15,000.	\$ 75,000.	\$ 5,800.	417.
25 YRS	22 YRS	Irrig/Wells	\$ 2,962.	\$ 34,667.	\$ 1,441.	129.
TOTALS					\$34,244.	\$2,854.

ESTIMATED TOTAL OPERATING & RESERVE BUDGET \$306,000. \$25,500.

MAINTENANCE FEE PER UNIT \$1,800. \$150.

II. EXPENSES FOR A UNIT OWNER PAYABLE TO PERSONS OTHER THAN THE ASSOCIATION:

RENT FOR THE UNIT NOT APPLICABLE

RENT PAYABLE UNDER A RECREATIONAL LEASE OR LEASE FOR USE OF COMMONLY USED FACILITIES NOT APPLICABLE