

Prepared by and Return to:
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DECLARATION OF CONDOMINIUM

OF

VISTA COVE, A CONDOMINIUM

This Declaration of Condominium is made this 26th day of March, 1998, by Drunna Properties, Inc., a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. Declarant is the owner of the lands described in Exhibit "A" attached hereto and by this reference incorporated herein. By this Declaration, the Declarant submits the real property described in Exhibit "A" to the condominium form of ownership in the manner provided in the Condominium Act.

1.2 Name and Address. The name of the Condominium is Vista Cove, a Condominium, and its address is 1000 Vista Cove Road, St. Augustine Beach, Florida.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

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

2.2 "Association" means the entity that is responsible for the operation of the Condominium, The Vista Cove Condominium Association, Inc., a not-for-profit Florida corporation, and its successors.

2.3 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.4 "Common Elements" means the portions of the Condominium Property which is not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.

2.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements the cost of carrying out the powers and duties of the Association and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.

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

2.7 "Condominium" means Vista Cove, a Condominium as created by this Declaration, and all amendments to this Declaration.

2.8 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.

2.9 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.

2.10 "Condominium Unit" means a Unit together with the undivided share in the Common Elements and Limited Common Elements, if any, which are appurtenant to the Unit.

2.11 "County" means St. Johns County, Florida.

2.12 "Declarant" means Drunna Properties, Inc., a Florida corporation, having its address at 1725 Masters Drive, Suite 1, St. Augustine, Florida 32084.

2.13 "Declaration" means this Declaration of Condominium of Vista Cove, a Condominium as the same may be amended from time to time.

2.14 "Easement Agreement" means that Declaration of Access, Utilities and Drainage Easements made by Declarant dated March 26, 1998 and attached hereto as Exhibit "G".

2.15 "Future Phases" means all or a portion of, or an undivided interest in, those parcels of real property, more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein, that Declarant has reserved the right to submit to the condominium form of ownership as a part of this Condominium as provided in paragraph 20 hereof.

2.16 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders and bankers, the Federal National Mortgage Association, Massachusetts-type or Florida business trusts, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, and the Florida Housing Finance Agency, its successors and/or assigns as the holder of first or second mortgages on portions of the Condominium Property.

2.17 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.

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

2.19 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.20 "Unit" means a part of the Condominium Property that is to be subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.21 "Unit Owner" or "Owner of Unit" means the record owner of a Condominium Unit.

2.22 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited

to electricity, telephone, water, wastewater disposal, gas, cable television and communication systems.

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

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in **Exhibit "A"** and a graphic description of the proposed improvements located thereon are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Construction of the entire Condominium is not substantially complete, however, portions of Phase One and Phase Seven of the Condominium have been completed. Attached hereto as **Exhibit "C"** is a certificate of a surveyor authorized to practice in the State of Florida, stating that the Exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, or as to substantially completed building within the Condominium, that all planned improvements, including landscaping, Utility Services and access to Units, and Common Element facilities servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and appropriate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property and is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Condominium Property from the Condominium.

(a) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services and drainage to one or more Units or the Common Elements. Provided, however, easements through or across a Unit shall be according to the plans and specifications for construction of the Unit or the building containing the Unit, or as the Unit or building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways that may from time to time exist upon the Common Elements; and a nonexclusive easement for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(d) Declarant. All rights and easements necessary or convenient to complete the development of the Condominium are reserved in the Declarant until such time as Declarant has: (i) completed all of the improvements, including Future Phases, contemplated by this Declaration; (ii) sold all of the Units contained within the Condominium Property, (whether or not unsold Units are being held for sale in the ordinary course of business); and (iii) Declarant has terminated its rights to use unsold Units as a sales office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to easements for ingress and egress, the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant these utility easements to governmental authorities, or public or private utilities companies. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

(e) Declaration of Servitude. Attached as Exhibit "G" is a Declaration of Access and Utilities Easement that provides access, utilities and drainage easements to the Condominium Property. The Association's obligation to pay a portion of the maintenance and repair expenses associated with the easement areas shall be a Common Expense.

(f) Future Phase Lands - Non-exclusive perpetual easements for (a) vehicular and pedestrian ingress and egress over those portions of the Condominium Property from time to time improved and intended for such purposes, (b) drainage and retention of storm and surface waters through the Stormwater Management System, and (c) the furnishing of Utility Services are hereby reserved over the Condominium Property (excluding the Units) for the benefit of the Future Phase lands described on Exhibit "B" hereto, whether or not the benefitted lands are submitted to the condominium form of ownership under the terms of this Declaration.

3.4 Units. Each Unit includes that part of the building in which it is located that lies within the boundaries of the Unit. The boundaries of each Unit are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Lower - the lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit;

(2) Upper - the upper boundary of a Unit shall be a horizontal plane of the lower surface of the structural slab or other structural component that serves as the ceiling for the Unit;

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes extended to the

intersection with each other and with the upper and lower boundaries of the unfinished interior of the walls bounding the Unit.

3.5 Common Elements. The Common Elements include the land and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(a);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The foundation, load bearing walls, structural slabs, columns, girders, beams, and other components contributing to the support of the building, and exterior walls (including windows and glass that form a part of the exterior of the building);

(e) Fire escapes, elevators, elevator doors and equipment, elevator lobbies and common stairways, entrances and exits.

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

(a) Any structure or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches, patios and terraces attached to the Unit;

(b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the perimeter boundaries of the Unit and all replacements and additions thereto;

(c) Covered parking areas that may be designated by Declarant as Limited Common Elements pursuant to the provisions of paragraph 3.7.

(d) All structures, equipment or areas designated as Limited Common Elements on ~~Exhibit "B"~~.

3.7 Covered Parking Spaces.

(a) Designation of Limited Common Element. Declarant reserves the right, but shall not be obligated, to construct garages and/or carports on all or a portion of the areas identified as "Limited Common Element/Covered Parking" on the plot plan of Phase One of the Condominium attached as Exhibit "B" hereto. If Future Phases are added to the Condominium pursuant to paragraph 20 hereof, Declarant reserves the right to unilaterally amend Exhibit "B" to identify additional areas

within the Future Phases as potential "Limited Common Element/Covered Parking" areas and to invoke the provisions of this paragraph with reference to such additional areas. Declarant further reserves the right to designate individual parking places within such garages or carports (a "Limited Common Element/Covered Parking Space") as a Limited Common Element. The designation shall be evidenced by a written assignment executed by Declarant to a Unit Owner and shall entitle the Unit Owner to the exclusive right to use the Limited Common Element/Covered Parking Space. Declarant shall be entitled to receive the entire amount of any consideration paid by the Unit Owner for such designation and the assignment of the exclusive right to use the parking space.

(b) Transfer. After a parking space has been designated as a Limited Common Element, the exclusive right to use it shall be transferrable by the Unit Owner either in connection with the transfer of his Unit or separately, but if transferred separately, then only to an Owner of another Unit in the Condominium. The Association shall maintain a record of parking spaces designated as Limited Common Elements, and the transfer of such parking spaces by Declarant and Unit Owners. Any transfer of a Unit in which the Owner has received the assignment of the exclusive right to use a Limited Common Element/Covered Parking Space shall be deemed to have also transferred the exclusive right to use the Limited Common Element/Covered Parking Space to the transferee of the Unit, unless the Limited Common Element/Covered Parking Space has been otherwise transferred in accordance with this paragraph, and it shall not be necessary to identify the Limited Common Element Parking Space in the deed or other conveyance document transferring the Unit. Transfers of Limited Common Element/Parking Spaces between Unit Owners in which a transfer of the Unit is not involved, shall be made by a written assignment, a copy of which must be delivered to the Association. It shall not be necessary to record an assignment of the parking space in the Public Records of the County.

(c) Maintenance. The Association shall maintain any garages or carports constructed under the provisions of the paragraph in the same manner it maintains other portions of the Condominium Property. The Association shall annually prepare a budget of maintenance costs, reserves and other expenses related to the garages or carports, the total of which shall be allocated proportionally among the Owners of Units to whom a Limited Common Element/Covered Parking Space has been assigned. The designation of a Limited Common Element/Covered Parking Space as a Limited Common Element shall not modify the undivided share in the Common Elements, Common Expenses or Common Surplus allocated to each Unit. The proportionate share of all such costs shall be the personal obligation of each such Unit Owner and shall be payable to the Association within fifteen (15) days of receipt of an invoice for such costs, together with interest at eighteen percent (18%) per annum, if not paid within fifteen (15) days. The Association shall have all remedies available under Florida law to collect from each such Unit Owner all sums payable under this paragraph. Additionally, the Association shall have the right to terminate a Unit Owner's exclusive right to use a Limited Common Element/Covered Parking Space, if all delinquent sums are not paid within twenty (20) days of the Association's notice of intent to terminate. Upon such termination, the Unit Owner shall forfeit all rights to the exclusive right to use the parking space and any consideration

previously paid, and the exclusive right to use shall automatically transfer to the Association. The Association shall have the right to assign the exclusive right to use the parking space to a Unit Owner and to receive the entire amount of consideration paid for the assignment.

3.8 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the size, elevations, square footage, interior design and exterior appearance, style and arrangement of all the Units, and to alter the boundaries between Units or the Common Elements, so long as Declarant owns the Units so altered. No such change, except as it may relate to the addition of Future Phases, if any, shall increase the number of Units without an amendment of this Declaration approved by the Unit Owners, and Institutional First Mortgagees in the manner elsewhere provided. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, except that changes in the elevations, interior design, or exterior appearance, style or arrangement of the Units need not be reflected by an amendment to this Declaration. If more than one Unit is concerned, the Declarant shall apportion between the Units the shares in the Common Elements and Common Expenses that are appurtenant to the Units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the addition of the Future Phase or the designation of Limited Common Element areas, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights (except as the same may result from the addition of Future Phases, if any, contemplated by this Declaration), unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses.

An equal undivided fractional share in the Common Elements, Common Expenses and Common Surplus has been allocated to each Unit, and are set forth in Exhibit "D" for the initial phase of the Condominium. As Future Phases are added to the Condominium, the fractional share allocated to each Unit will change based on the following formula: Each Unit's Fractional Share equals one (1) divided by the cumulative number of Units submitted to the condominium form of ownership.

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

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements and the expenses associated therewith shall be designated a Common Expense.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five (75%) percent of the undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

(c) Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All conduits, ducts, plumbing, wiring, chimneys, chimney flues, stovepipes and other facilities for the furnishing of Utility Services, heating, air-conditioning or ventilation contained in the 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.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(4) The Association shall contract with a licensed pest control operator to provide regular treatment for the control of household pests.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace, and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit or Limited Common Elements specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to, all doors, windows, glass, screens, electric panels, electric outlets and fixtures, doorbells and

doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, interior surfaces of all walls, floors and ceilings. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located (including changes in paint or stain color) without the prior written approval of the Association.

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

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect the Unit and, if needed, to perform the maintenance, repair or replacement activities for which the Association is responsible, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

5.3. Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. The foregoing includes by way of example:

(a) The Association shall be responsible for the maintenance of water, sewer, telephone and electric lines and facilities located within off-site utility easements granted for the benefit of the Condominium Property under the Easement Agreement or otherwise, which are not maintained by the utility companies providing such utility services; and

(b) The Owner shall be responsible for the maintenance of utility facilities, such as electric panels that may be located within the Common Elements of the Condominium, but which serve his Unit only.

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

6.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit during the Unit Owner's period of ownership.

6.2 Payments. Assessments and installments thereon paid on or before fifteen (15) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before fifteen (15) days after the same are due shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor to be less than twelve (12%) percent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare all assessments or installments thereon payable during the next following three (3) month period to be immediately due and payable in full.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit may be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an Institutional Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments pertaining to such Unit or chargeable to the former owner of such Unit which become due

prior to acquisition of title in the manner above provided, except as provided in the Condominium Act. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Declarant's Obligation to Pay Assessments. Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment, except that the Declarant or its successor in interest owning Condominium Units for sale shall be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners.

6.5 Surface Water or Stormwater Management System. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System(s) including but not limited to work within retention areas, drainage structures and drainage easements.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "E"**.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "F"**. Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights in the Association.

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

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships, or other possessory or use interests in lands or facilities, that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for the contemplated agreements and interests described in paragraph 21 hereof, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has 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 portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent

damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be covered by the following provisions:

8.1 Authority of Association to Purchase. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance to mortgagees and all insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. Each Unit Owner shall obtain condominium unit owner's insurance coverage (including insurance for improvements and betterments to the Unit made or acquired at the expense of the Owner) at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Such insurance should insure floor coverings, wall coverings and ceiling coverings within the Unit and shall provide that the coverage afforded is excess coverage over the amount recoverable under any other policy covering the same property. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Owners. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All improvements located on the Common Elements or for which the Association is responsible for maintenance and repair, and all personal property owned by the Association or included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood and water damage, if the

Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. Comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than \$1,000,000.00 per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Workmen's Compensation. The Association shall carry workmen's compensation coverage necessary to meet the requirements of law.

(d) Fidelity Bonds. Fidelity bonds shall be obtained by the Association for all persons handling, controlling or disbursing the Association's funds in accordance with the requirements of the Condominium Act. To the extent any of the duties have been delegated to a management company contracting with the Association, the Association shall require the employees of such company performing these duties to likewise be bonded. The amount of such bonds shall be determined by the Directors but shall not be less than a reasonable estimate of the sum of three months' aggregate assessments on all Units managed by the Association or said management company plus reserve funds. The premiums on the bonds shall be paid by the Association, unless the management company provides the bonds as part of its services.

(e) Other. The Association may, at its option, purchase and maintain in force at all times demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The premium therefor shall be paid for out of the assessments levied against all the Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and decision not to rebuild. The Association may also purchase and maintain fidelity bonds, insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums thereon to be paid for from the assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds in excess of Twenty Five Thousand Dollars (\$25,000) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Twenty Five Thousand Dollars (\$25,000), then the Board of Directors of the Association, acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the

same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on Exhibit "D" attached hereto.

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

(1) 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, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on Exhibit "D".

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b)(1) and (2).

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

(a) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then all expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

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

(d) Certificate. In making distribution to Unit Owners, the Insurance Trustee, if other than the Board of Directors, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent

as to the names of current Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

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

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety (90%) percent of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five (75%) percent of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety (90%) percent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five (75%) percent of the Owners of the Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the building, by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall

obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all Unit Owners in the case of damage to Common Elements in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association for assessments against Unit Owners for Common Element repairs shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

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

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

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in the

state and employed by the Association to supervise the work.

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

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

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

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property, if such use involves the regular attendance or entry of non-residents to the Unit or otherwise diminishes the residential character of the Condominium. The letting, renting, or leasing of Units for residential purposes shall not constitute a trade or business.

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

10.3 Leasing. Entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the initial lease term is not less than thirty

(30) days. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, each Unit Owner renting his or her Unit shall post with the Association a security deposit in an amount from time to time established by the Board of Directors, but not to exceed one month's rent for the Unit to secure the Owner's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.5 Wetlands. No boating, fishing, swimming or bathing is permitted in or on the ponds, lakes or wetlands located on the Condominium Property.

10.6 Construction Matters. In the event a Unit Owner shall elect to install tile flooring in any portion of his Unit, sound insulating materials, such as cork flooring, shall be installed under the tile. No outdoor carpeting may be installed on any porch, balcony, deck or patio appurtenant to a Condominium Unit.

10.7 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and sell the Units, including the right to use Units owned by it as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

11.1 Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association, or other Unit Owners to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration, the By-Laws and Rules and Regulations of the Association, by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and 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.

12.4 No Waiver of Rights. The failure of the Declarant, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13. Amendments.

13.1 General. Subject to paragraph 20 and the other provisions of the Declaration relative to amendment, this Declaration may be amended in the manner provided in the Condominium Act, as the same may from time to time be amended or modified; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. As long as the Declarant shall hold fee simple title to any Unit, the Declarant may amend this Declaration, to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make or guarantee loans for the development of the Condominium, or to make, guarantee, or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit, or change the size or dimensions of any Unit not owned by the Declarant.

13.3 Proviso. Provided however, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, unless the record Owner of the Unit concerned and at least fifty-one percent (51%) of the Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof shall join in the execution of the amendment, and unless all the record Owners of all other Units approve the amendment. Neither shall an amendment of this Declaration make any change in Section 8 or 9 unless at least fifty-one percent (51%) of the Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof consent to or join in the execution of the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws requires the consent, joinder or approval of any amendment by a Unit Owner or the owner or holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed.

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.

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

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof.

14.2 Total Destruction or Taking of the Buildings. If all of the buildings, as a result of common casualty are damaged within the meaning of 9.1(b)(2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The

shares of such tenants in common shall be as shown on Exhibit "D" attached hereto.

14.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests in the Association.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of any first mortgage on a Unit who requests in writing to the Association for the items provided in this paragraph shall have the following rights:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within sixty (60) days following the end of each fiscal year. -

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and ByLaws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation

loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

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

17. Intent. It is the intent of the Declarant to create a condominium pursuant to Chapter 718, Florida Statutes, and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the Condominium herein created by this Declaration shall fail in any respect to comply with Chapter 718, Florida Statutes, then the common law as the same exists on the filing date of said Declaration shall apply. The condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the By-laws attached hereto as **Exhibit "F"**, and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

20. Phased Development. The Declarant reserves the right, but shall not have the obligation, to develop in one or more additional phases and hereafter to submit in the sequence determined by Declarant to the condominium form of ownership under the terms and conditions of this Declaration and the Condominium Act, all or part of the real property more particularly described in **Exhibit "B"** attached to this Declaration and identified therein as the "Future Phases". Declarant reserves the right without the consent of any person or entity to make non-material changes in the legal description of a phase and to amend the provisions of this paragraph and the phase plan attached hereto as **Exhibit "B"**, provided that the amendments are consistent with the provisions of Section 718.403(6) of the Condominium Act. The enumeration of phases in **Exhibit "B"** shall not be determinative of the sequence in which phases are added to the Condominium, and Declarant may submit phases in any sequence it determines. Declarant reserves the right to submit the land or an undivided interest therein in the Future Phase-Roadway to the condominium form of ownership subject to the easements described below and other matters of record, or to convey an undivided interest therein to the Association, subject to the matters as described in paragraph 21. Timeshare estates shall

not be created with respect to Units in any phase of the Condominium.

20.1 Procedure. A Future Phase shall become part of this Condominium upon the election of the Declarant and the recordation of an amendment to this Declaration, executed only by Declarant, extending the terms and conditions of this Declaration to the Future Phase, without the consent of any person or entity, except the consent of the Department of Veterans Affairs ("VA") shall be required if the VA is then guaranteeing any mortgages encumbering Units and the addition of the Future Phase(s) does not substantially conform to the phased development plan described herein.

20.2 Future Phase Descriptions. A plot plan and survey showing the approximate location of the improvements located on each Future Phase are also set forth in Exhibit "B". Declarant reserves the right to modify the plot plan as to building, driveway, parking and other improvement locations, to adjust for setback requirements, soil conditions, wetlands jurisdictional areas, and other matters affecting the construction of the improvements. Declarant further reserves the right to modify the plot plan to change the type of building floorplan to be constructed on each phase, subject however, to the overall limitation set forth in paragraph 20.4 hereof as to the maximum number of residential buildings and maximum number of Units within the Condominium. The Future Phase 19 described on Exhibit "B" (identified thereon as the "Common Roadway and Facilities") contains the roadway and utility lines that provide access and Utility Services for Phase One of this Condominium as well as the other Future Phase lands. Declarant reserves the right to develop all or some of the other Future Phases for uses other than as a part of this Condominium. As set forth in Exhibit "G", Declarant reserves the right to modify the area subject to the Declaration of Access and Utilities Easements, provided that the modified easement area continues to provide adequate ingress and egress and Utility Services to the Condominium Property. Declarant likewise reserves the right to modify the description of the land to be submitted as the Common Roadway and Facilities, subject to the same limitations.

20.3 Impact. The impact of the completion of Future Phase upon the Condominium initially created by this Declaration ("Phase One") will be to cause the Future Phase land and improvements located thereon to be owned jointly by the Owners of this Condominium as Common Elements. As to Phase One, the addition of the Future Phases will: a) increase the members of the Association; b) increase the number Units in the Condominium and the number of Units using the common facilities; c) reduce an Owner's fractional undivided share of the Common Elements and the Common Expenses as described below; and d) reduce an Owner's fractional share of the cost of maintaining the recreational facilities and other portions of the Common Elements.

20.4 Unit and Building Descriptions. If all Future Phases are added, the maximum number of buildings containing Units will be thirty-four (34) and the maximum number of Units will be three hundred thirty (330). The minimum and maximum number of Units to be included in each phase is set forth in Exhibit "B" on the page entitled "Description of Future Phases". As to all Future Phases, the minimum size of a Unit shall be approximately 1,000 square feet and maximum size of a Unit shall be approximately 1,700 square feet.

20.5 Undivided Share of Common Elements, Common Expenses and Common Surplus. As each Future Phase is added, the undivided share

of Common Elements, Common Expenses and Common Surplus of the Units in Phase One and the Units of Future Phases that have been previously added to the Condominium, shall be recalculated using the following formula: Each Unit's fractional share equals one (1) divided by the cumulative number of Units submitted to the condominium form of ownership.

20.6 Addition of Phases. Declarant's right to unilaterally add the Future Phase to this Condominium expires seven (7) years from the date of recording of this Declaration.

20.7 No Encumbrance. Except as set forth in **Exhibit "G"** attached hereto, the provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party of any right, claim or interest in any Future Phase until, if the Declarant so elects, such Future Phase is added to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the area of the Future Phase as added.

20.8 Recreational Facilities and Areas. The recreational areas and facilities described on **Exhibit "B"** as being in Phase One and the personal property described in the Declarant's Public Offering Statement for Phase One, will be owned as Common Elements by all Unit Owners, including Owners of Units in Future Phases. Declarant reserves the right to add the additional recreational facilities depicted on **Exhibit "B"** on the Future Phase lands, as Common Elements of the Condominium. The types of recreational or common facilities that may be added to the Condominium as Future Phases are swimming pools, an open air pavilion with bathroom facilities as required by applicable building codes, bar-b-que grills, playgrounds, and storage areas for boats, recreational vehicles and equipment. Such additional recreational facilities shall be added as Common Elements of the Condominium, only if the Future Phases in which they are located are added to the Condominium as described in this paragraph.

21. Other Agreements of the Association; Co-Ownership of Roadway and Common Facilities. As alternatives to the submission of Future Phase 19 to the condominium form of ownership as described in paragraph 20, Declarant reserves the right with reference to Future Phase 19 and the improvements located thereon (the "Common Roadway and Facilities"): (a) to convey the same to the Association in fee simple; or (b) to convey undivided interests therein to the Association and to the owner or owners of the lands adjacent to the Common Roadway and Facilities (or an association of such owners) as tenants in common, subject to the Easement Agreement and other matters of record. If Declarant elects the second of these alternatives, the Association is authorized and shall enter into a tenants in common agreement with the said owner or owners (or an association of such owners) to provide for: a) the on-going administration, maintenance, repair and replacement of the Common Roadway and Facilities and the establishment of adequate reserves for such purposes; b) further improvement of the Common Roadway and Facilities; c) the rights, privileges and obligations of the Association and the said owner or owners, (or an association of such owners) and their respective members, as owners of the Common Roadway and Facilities; d) other matters pertaining to the joint ownership, use and maintenance of the Common Roadway and Facilities.

O.R. 1311 PG 0405

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this 26th day of March, 1998.

Signed, sealed and delivered in the presence of:

DRUNNA PROPERTIES, INC.
a Florida corporation

Brenda Denham
Print Name: Brenda Denham

By: Drury F. McCarthy
Drury F. McCarthy
President

Bert C. Simon
Print Name: BERT C. SIMON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of March, 1998, by Drury F. McCarthy, as President of Drunna Properties, Inc., a Florida corporation on behalf of the corporation.



Bert C. Simon
Notary Public, State of Florida
at Large
BERT C. SIMON
Print Name
My commission expires:
My commission number is:

Personally known or produced identification . Type of identification _____.

Jones & Pellicer, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

Loren N. Jones, P.E./L.S.
Xavier L. Pellicer III, P.E.

906 Anastasia Blvd., Suite A
St. Augustine, Florida 32084
(904) 824-6115

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0408

PHASE 1

REVISED 12/29/97

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOTS 8 AND 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 16.30 FEET; THENCE NORTH 62 DEGREES 45 MINUTES 11 SECONDS EAST 83.93 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 21 SECONDS EAST 29.65 FEET; THENCE SOUTH 36 DEGREES 20 MINUTES 12 SECONDS EAST 60.93 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 25 SECONDS EAST 31.11 FEET; THENCE SOUTH 35 DEGREES 21 MINUTES 00 SECONDS EAST 116.40 FEET; THENCE SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST, ON THE NORTHWEST EDGE OF WETLAND, 33.35 FEET; THENCE SOUTH 54 DEGREES 29 MINUTE 16 SECONDS WEST, ON SAID EDGE OF WETLAND, 90.89 FEET; THENCE SOUTH 42 DEGREES 52 MINUTES 02 SECONDS WEST, ON SAID EDGE OF WETLAND, 56.34 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 44 SECONDS WEST 114.84 FEET; THENCE NORTH 85 DEGREES 57 MINUTES 28 SECONDS WEST 57.17 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 45 SECONDS EAST 104.03 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 08 SECONDS WEST 46.76 FEET; THENCE NORTH 86 DEGREES 19 MINUTES 09 SECONDS WEST 108.15 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES 17 SECONDS WEST 31.35 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 52 SECONDS WEST 81.50 FEET; THENCE SOUTH 45 DEGREES 23 MINUTES 14 SECONDS WEST 39.01 FEET; THENCE MEANDERING ON THE NORTHEASTERLY AND NORTHERLY EDGES OF A WETLAND THE FOLLOWING COURSES: NORTH 26 DEGREES 53 MINUTES 09 SECONDS WEST 42.88 FEET; NORTH 35 DEGREES 22 MINUTES 19 SECONDS WEST 50.68 FEET; NORTH 41 DEGREES 38 MINUTES 32 SECONDS WEST 44.39 FEET; NORTH 85 DEGREES 01 MINUTE 20 SECONDS WEST 66.99 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 17.05 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 06 SECONDS EAST 164.08 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 105.47 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 06 SECONDS WEST 203.94 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 54 SECONDS EAST 117.44 FEET;

EXHIBIT "A"

Page 1 of 5

VISTA COVE
DESCRIPTION: PHASE 1
PAGE 2

O.R.1311 PG 0403

THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 17 DEGREES 53 MINUTES 11 SECONDS WEST 43.80 FEET; SOUTH 32 DEGREES 12 MINUTES 55 SECONDS WEST 31.67 FEET; SOUTH 05 DEGREES 55 MINUTES 53 SECONDS EAST 40.60 FEET; SOUTH 26 DEGREES 00 MINUTES 35 SECONDS WEST 46.88 FEET; SOUTH 15 DEGREES 54 MINUTES 00 SECONDS EAST 36.99 FEET; SOUTH 21 DEGREES 22 MINUTES 38 SECONDS EAST 24.38 FEET; SOUTH 35 DEGREES 48 MINUTES 47 SECONDS EAST 32.51 FEET; SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 36.05 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 94.46 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 31 SECONDS WEST 87.12 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 183.74 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 51.92 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 13.04 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 73.72 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 30 SECONDS WEST 41.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Page 2 of 5

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0410

PHASE 7

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND IN LAND EAST OF THE MEANDER LINE ON THE EASTERLY SIDE OF SAID GOVERNMENT LOT 4, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 28 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE CONTINUING NORTH 88 DEGREE 14 MINUTES 14 SECONDS EAST, ON SAID NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 164.23 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 10 DEGREES 48 MINUTES 41 SECONDS EAST 15.10 FEET; SOUTH 75 DEGREES 28 MINUTES 00 SECONDS EAST 23.56 FEET; SOUTH 33 DEGREES 26 MINUTES 50 SECONDS EAST 30.61 FEET; SOUTH 38 DEGREES 19 MINUTES 06 SECONDS EAST 30.13 FEET; SOUTH 09 DEGREES 23 MINUTES 37 SECONDS WEST 32.35 FEET; SOUTH 18 DEGREES 40 MINUTES 35 SECONDS EAST 46.12 FEET; SOUTH 23 DEGREES 19 MINUTES 36 SECONDS EAST 39.18 FEET; SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 3.36 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING SOUTHERLY, EASTERLY AND SOUTHWESTERLY ON THE EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 30.81 FEET; SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST 46.63 FEET; NORTH 41 DEGREES 38 MINUTES 27 SECONDS EAST 49.02 FEET; NORTH 09 DEGREES 14 MINUTES 09 SECONDS WEST 37.04 FEET; NORTH 52 DEGREES 18 MINUTES 24 SECONDS EAST 15.08 FEET; SOUTH 73 DEGREES 08 MINUTES 52 SECONDS EAST 46.20 FEET; SOUTH 68 DEGREES 58 MINUTES 40 SECONDS EAST 40.09 FEET; NORTH 74 DEGREES 25 MINUTES 29 SECONDS EAST 42.55 FEET; NORTH 68 DEGREES 14 MINUTES 12 SECONDS EAST 45.12 FEET; SOUTH 24 DEGREES 41 MINUTES 00 SECONDS EAST 25.96 FEET; SOUTH 02 DEGREES 56 MINUTES 53 SECONDS EAST 34.45 FEET; SOUTH 07 DEGREES 46 MINUTES 44 SECONDS WEST 33.26 FEET; SOUTH 24 DEGREES 50 MINUTES 58 SECONDS WEST 33.66 FEET; SOUTH 20 DEGREES 24 MINUTES 00 SECONDS WEST 34.11 FEET; SOUTH 27 DEGREES 28 MINUTES 13 SECONDS WEST 27.89 FEET; SOUTH 49 DEGREES 13 MINUTES 56 SECONDS WEST 34.59 FEET; SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST 32.85 FEET; SOUTH 42 DEGREES 53 MINUTES 13 SECONDS WEST 30.08 FEET; SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST 37.46 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 35 DEGREES 21 MINUTES 00 SECONDS WEST 116.40 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES 25 SECONDS WEST 31.11 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 12 SECONDS WEST 60.93 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 21 SECONDS WEST 29.65 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 45 SECONDS WEST 50.79 FEET; THENCE NORTH 06 DEGREES 32 MINUTES 55 SECONDS EAST 27.76 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 00 SECONDS EAST 47.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Page 3 of 5

VISTA COVE

DESCRIPTION: TEMPORARARY EASEMENT

O.R. 1311 PG 0411

TOGETHER WITH A TEMPORARY EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND, WHICH EASEMENT WILL AUTOMATICALLY TERMINATE UPON SUBMISSION OF THE FOLLOWING DESCRIBED LAND TO CONDOMINIUM FORM OF OWNERSHIP AS PART OF VISTA COVE, A CONDOMINIUM.

(PHASE3)

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST 168.85 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 00 SECONDS WEST, ON EAST EDGE OF WETLAND, 24.27 FEET; THENCE NORTH 08 DEGREES 08 MINUTES 42 SECONDS WEST, ON SAID EDGE OF WETLAND, 27.01 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 14 SECONDS EAST 39.01 FEET; THENCE NORTH 03 DEGREES 10 MINUTE 52 SECONDS EAST 81.50 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 17 SECONDS EAST 31.35 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST 108.15 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 46.76 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Page 4 of 5

VISTA COVE

O.R. 1311 PG 0412

DESCRIPTION:

PHASE 19-INGRESS, EGRESS AND UTILITIES EASEMENT

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 22 SECONDS WEST 98.40 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 07 SECONDS EAST 30.06 FEET; THENCE SOUTH 14 DEGREES 36 MINUTES 06 SECONDS WEST 38.15 FEET; THENCE SOUTH 57 DEGREES 32 MINUTES 10 SECONDS WEST 25.08 FEET; THENCE NORTH 79 DEGREES 47 MINUTES 59 SECONDS WEST 39.09 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 25 SECONDS WEST 16.15 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 58 SECONDS WEST 16.10 FEET; THENCE SOUTH 01 DEGREE 05 MINUTES 08 SECONDS EAST 96.44 FEET; THENCE SOUTH 61 DEGREES 58 MINUTES 36 SECONDS WEST 63.84 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 18 SECONDS WEST 15.32 FEET; THENCE NORTH 72 DEGREES 39 MINUTES 07 SECONDS WEST 16.12 FEET; THENCE NORTH 59 DEGREES 04 MINUTES 59 SECONDS WEST 16.83 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 09 SECONDS WEST 27.40 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 23 SECONDS WEST 41.06 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 36 SECONDS WEST 102.90 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 41 SECONDS WEST 32.83 FEET; THENCE SOUTH 57 DEGREES 21 MINUTES 53 SECONDS WEST 147.05 FEET; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS WEST 33.47 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 32 SECONDS WEST 67.47 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD BEARING OF SOUTH 53 DEGREES 03 MINUTES 42 SECONDS WEST AND CHORD DISTANCE OF 92.65 FEET); THENCE SOUTH 61 DEGREES 07 MINUTES 52 SECONDS WEST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD BEARING OF SOUTH 74 DEGREES 19 MINUTES 56 SECONDS WEST AND CHORD DISTANCE OF 105.05 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST 31.64 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 85.23 FEET TO THE POINT OF BEGINNING.

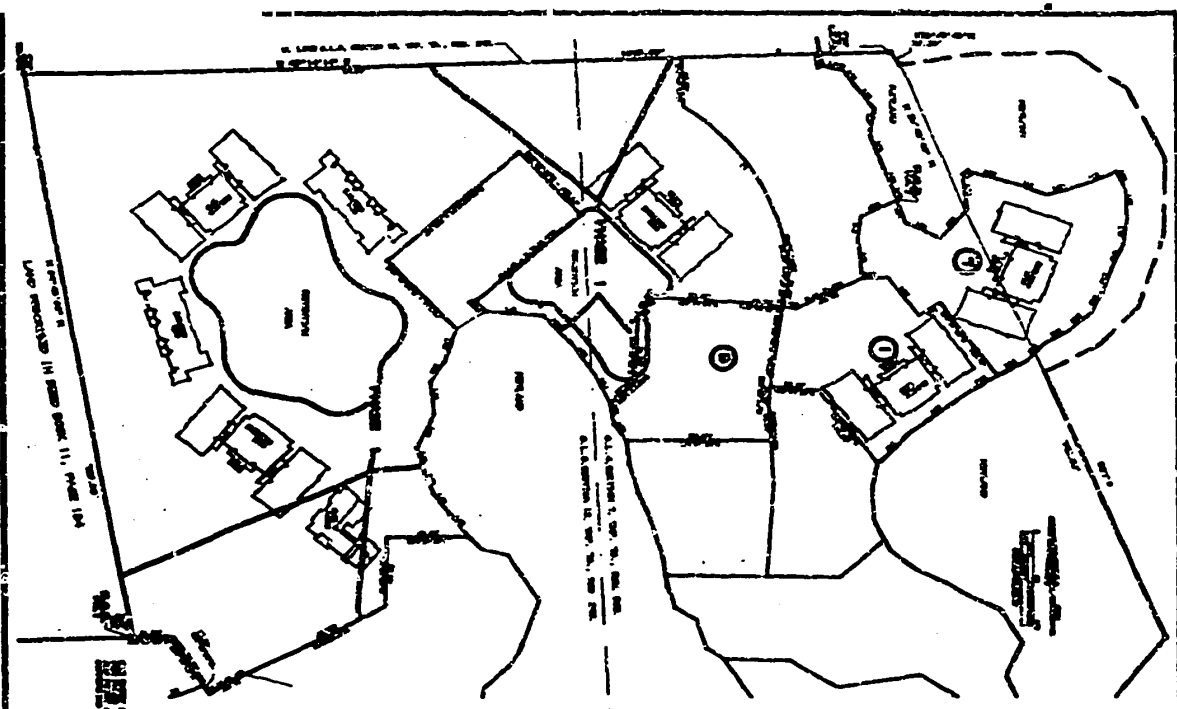
EXHIBIT "A"

Page 5 of 5

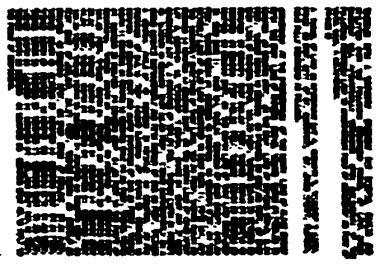
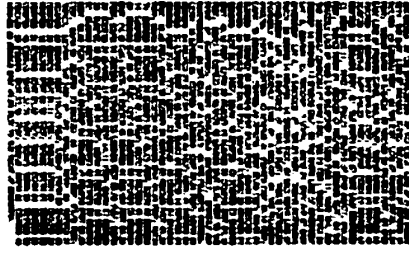
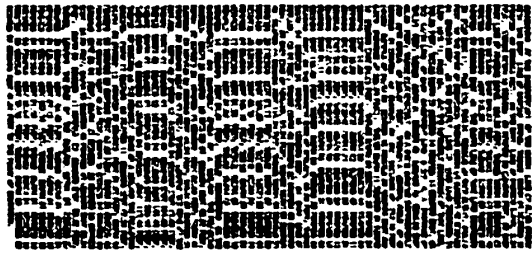
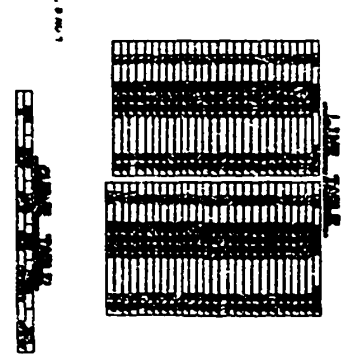
VISTA COVE, A CONDOMINIUM
Notes to Graphic Description of Improvements
(Exhibit "B" to Declaration of Condominium)

1. The name and address of the Condominium is Vista Cove, a Condominium, 1000 Vista Cove Road, St. Augustine, Florida 32095.
2. Ingress and egress to the Condominium Property is from Masters Drive, a publicly dedicated right of way, and the Access and Utilities Easement attached as Exhibit "G" to the Declaration of Condominium.
3. All buildings are to be used for residential purposes, except the buildings in recreational areas which will be used for recreational activities, meetings, offices, and other general purposes. All residential buildings are two (2) stories in height.
4. Common Elements within all Phases are all areas, except the Units.
5. Parking areas are shown on the plot plan. No representation is made as to the number of parking spaces.
6. All improvements depicted on the plot plan, survey and floor plans are proposed except in Phases 1 and 7. All dimensions are approximate.
7. Phases 1 and 7 shown on this Exhibit "B" are the lands described on Exhibit "A" of the Declaration of Condominium and the lands initially submitted to the condominium form of ownership. The remaining phases depicted on this Exhibit "B" are the Future Phases described in paragraph 20 of the Declaration.

42000.nst/August 13, 1994



O.R. 1311 PG 0414



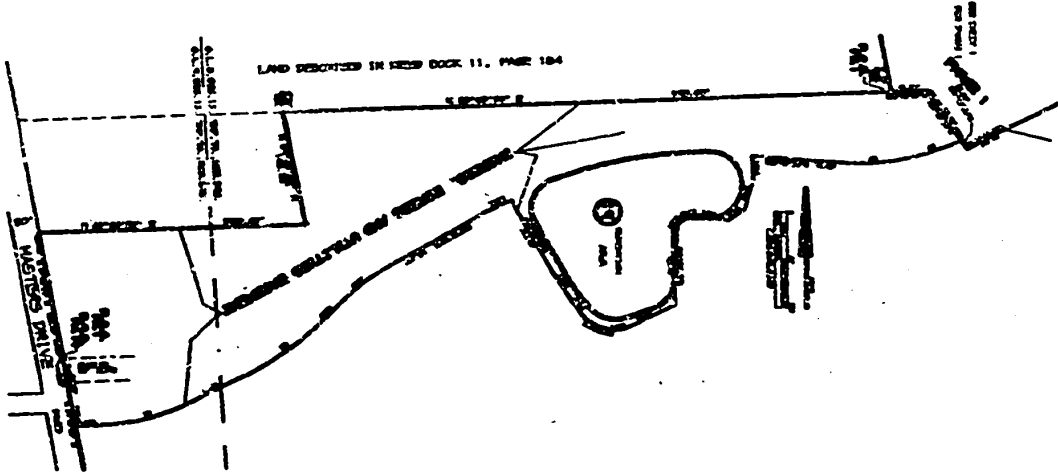
THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO OTHER CONTRACTS, AGREEMENTS, OR CONDITIONS SHALL BE BINDING UNLESS THEY ARE INCORPORATED BY REFERENCE INTO THESE PLANS AND SPECIFICATIONS.

[Signature]
 I hereby certify that the above is a true and correct copy of the original plans and specifications as filed in my office.

VISTA COVE

DRUNNA PROPERTIES, INC.
 1000 W. WASHINGTON ST. SUITE 100
 TAMPA, FL 33606
 (813) 288-1111

DATE: 10/1/03
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



[The text in this block is extremely small and illegible, appearing as a dense block of characters.]

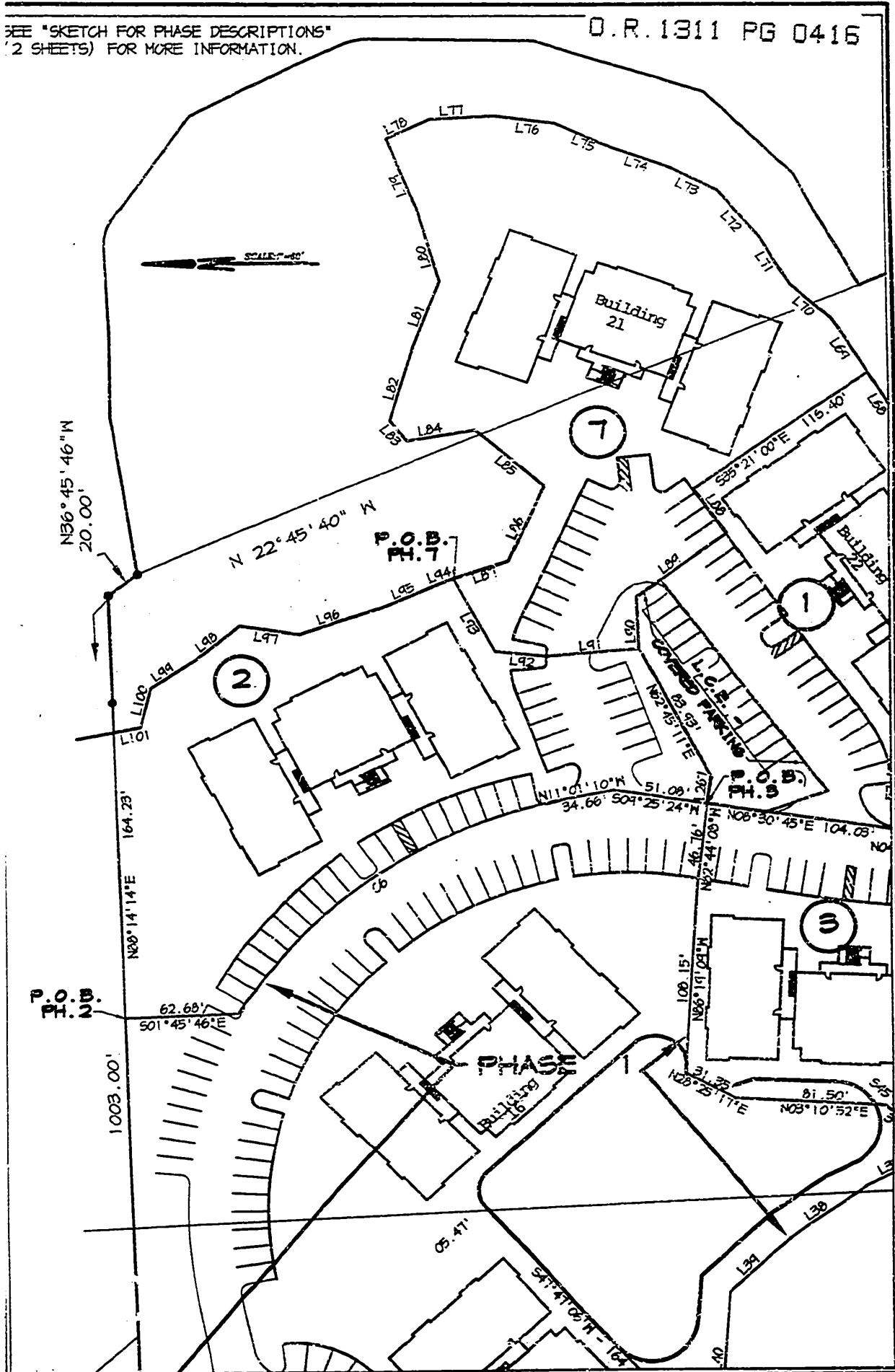
VISTA COVE
 SPECIAL RESIDENTIAL SUBDIVISION
 DEVELOPED BY DRUMMA PROPERTIES, INC.
 10000 W. 11TH AVENUE, SUITE 100
 DENVER, CO 80231
 303.751.1111
 WWW.DRUMMAPROPERTIES.COM

[Handwritten signature]
 [Illegible text]

[Vertical text, possibly a title or reference number]

SEE "SKETCH FOR PHASE DESCRIPTIONS" (2 SHEETS) FOR MORE INFORMATION.

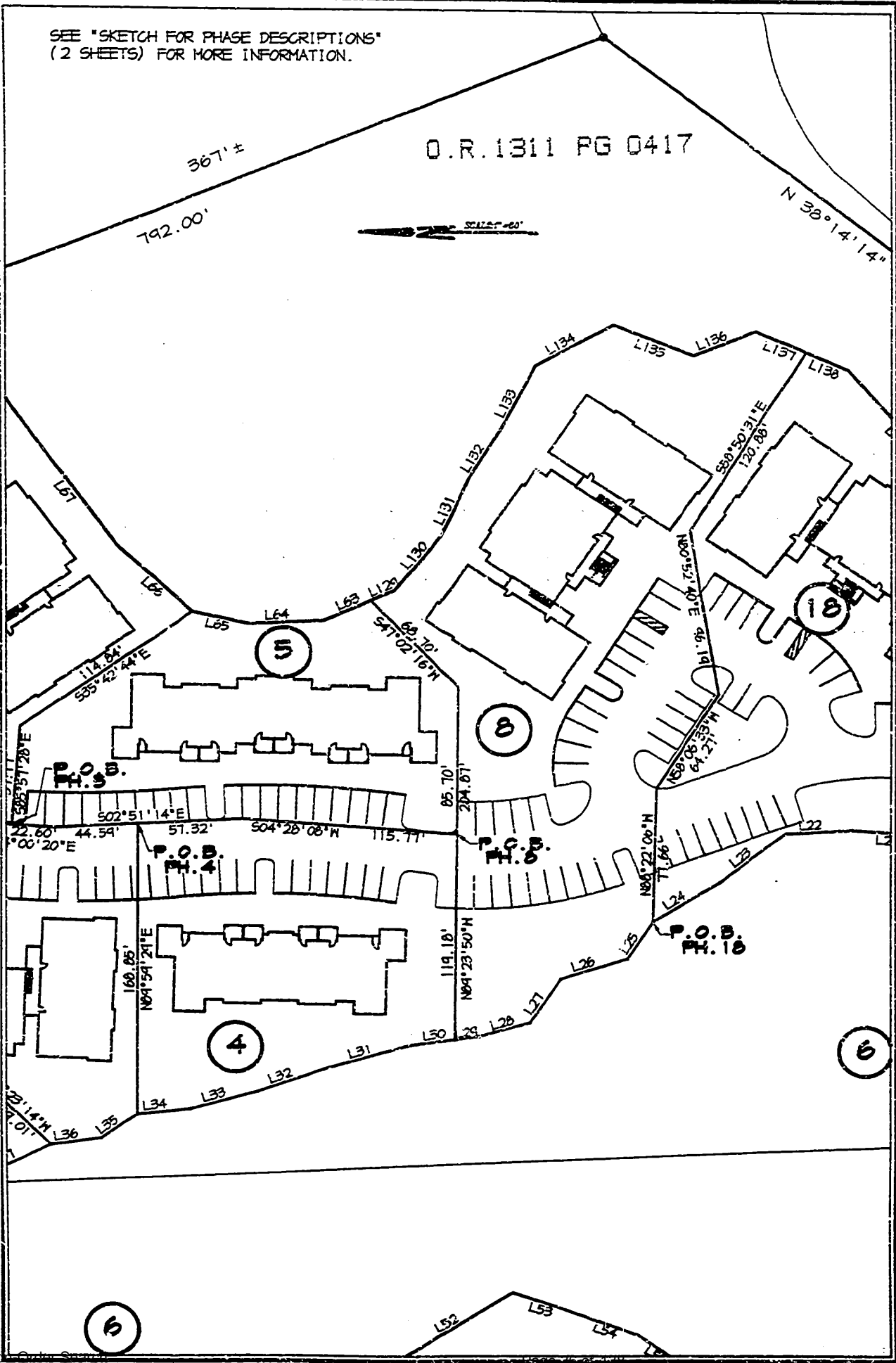
O.R. 1311 PG 0415



SEE SHEET 2

SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.

O.R. 1311 PG 0417

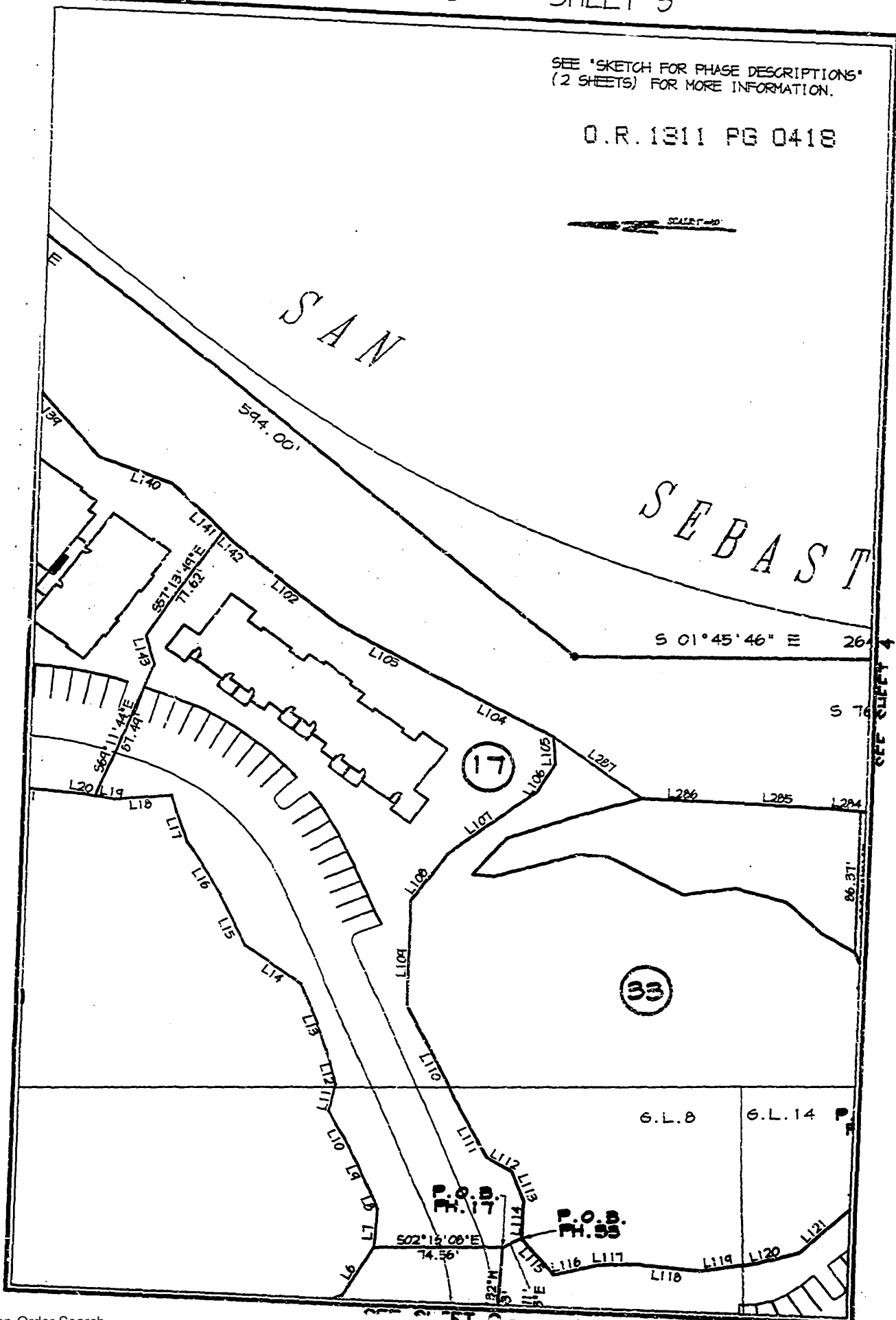


SEE SHEET 3

SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.

O.R. 1311 PG 0418

SCALE 1"=40'



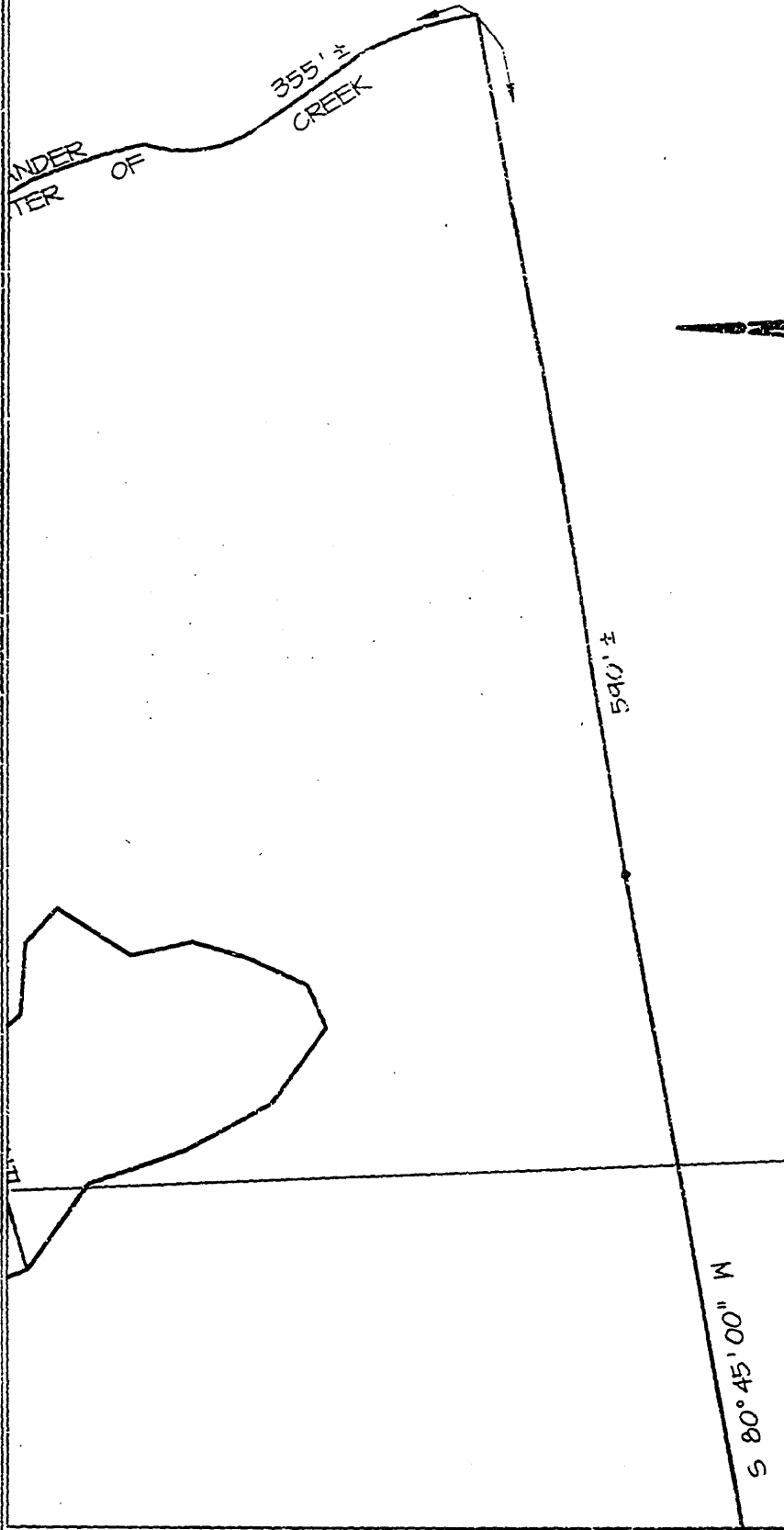
VISTA COVE

EXHIBIT "B"

SHEET 5

SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.

O.R. 1311 PG 0420

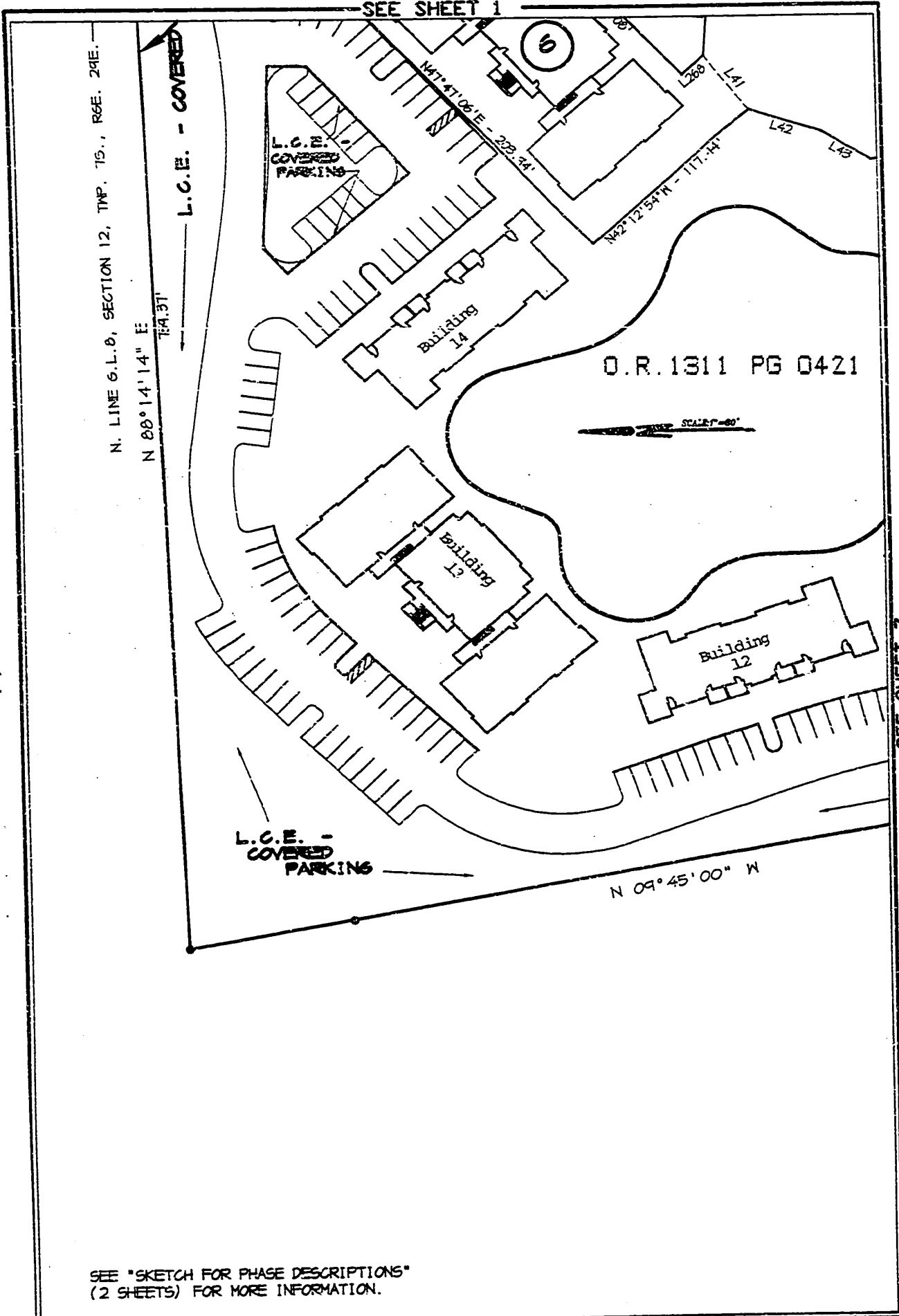


VISTA COVE

EXHIBIT "B"

SHEET 6

SEE SHEET 1



SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.

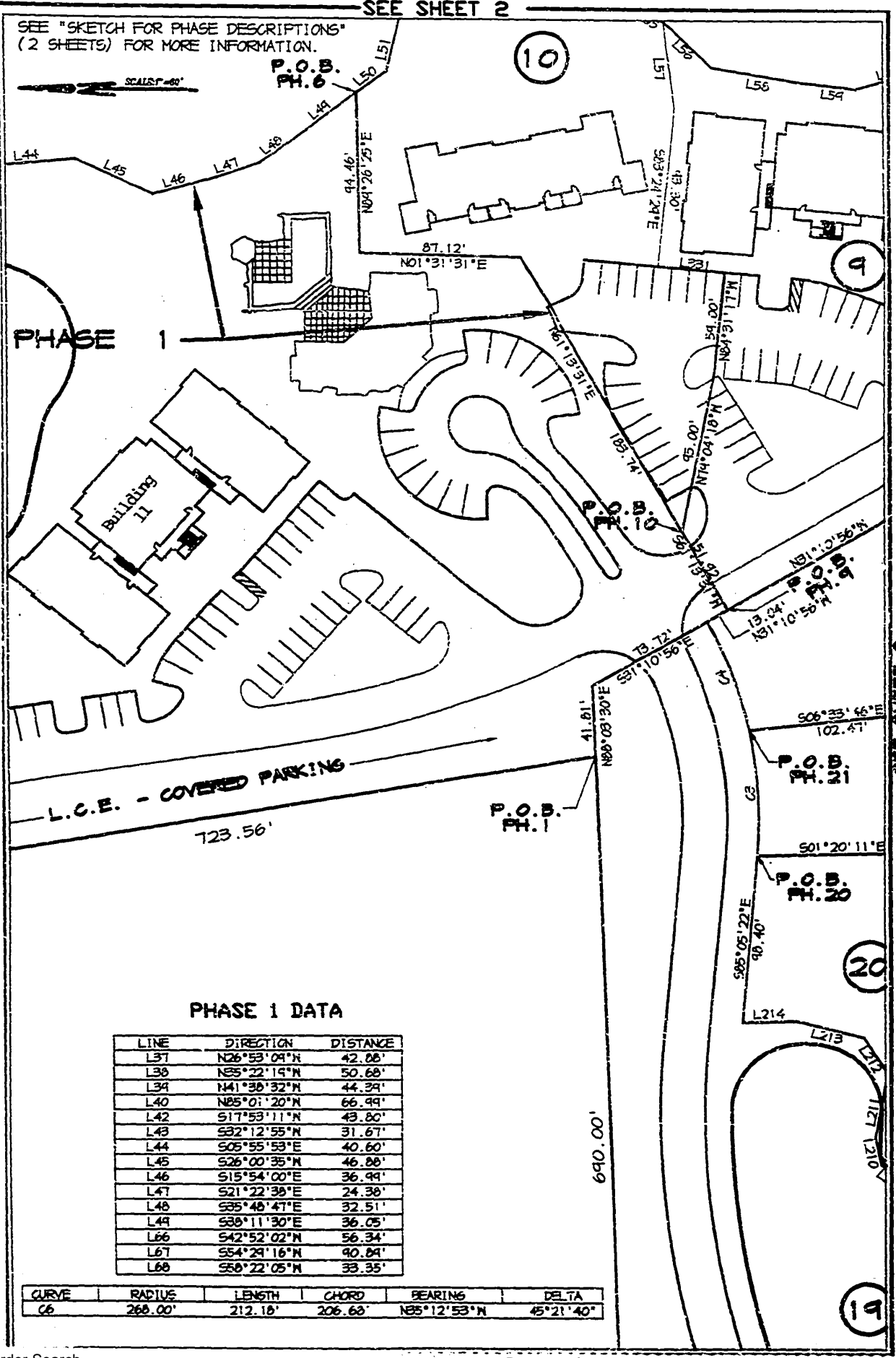
VISTA COVE

EXHIBIT "B"

SHEET 70.R.1311 PG 0422

SEE SHEET 2

SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.



PHASE 1 DATA

LINE	DIRECTION	DISTANCE
L37	N26°53'04\"N	42.88'
L38	N35°22'14\"N	50.68'
L39	N41°30'32\"N	44.39'
L40	N85°01'20\"N	66.99'
L42	S17°53'11\"N	43.80'
L43	S32°12'55\"N	31.67'
L44	S05°55'53\"E	40.60'
L45	S26°00'35\"N	46.88'
L46	S15°54'00\"E	36.99'
L47	S21°22'38\"E	24.38'
L48	S35°48'47\"E	32.51'
L49	S38°11'30\"E	36.05'
L66	S42°52'02\"N	56.34'
L67	S54°29'16\"N	90.89'
L68	S58°22'05\"N	33.35'

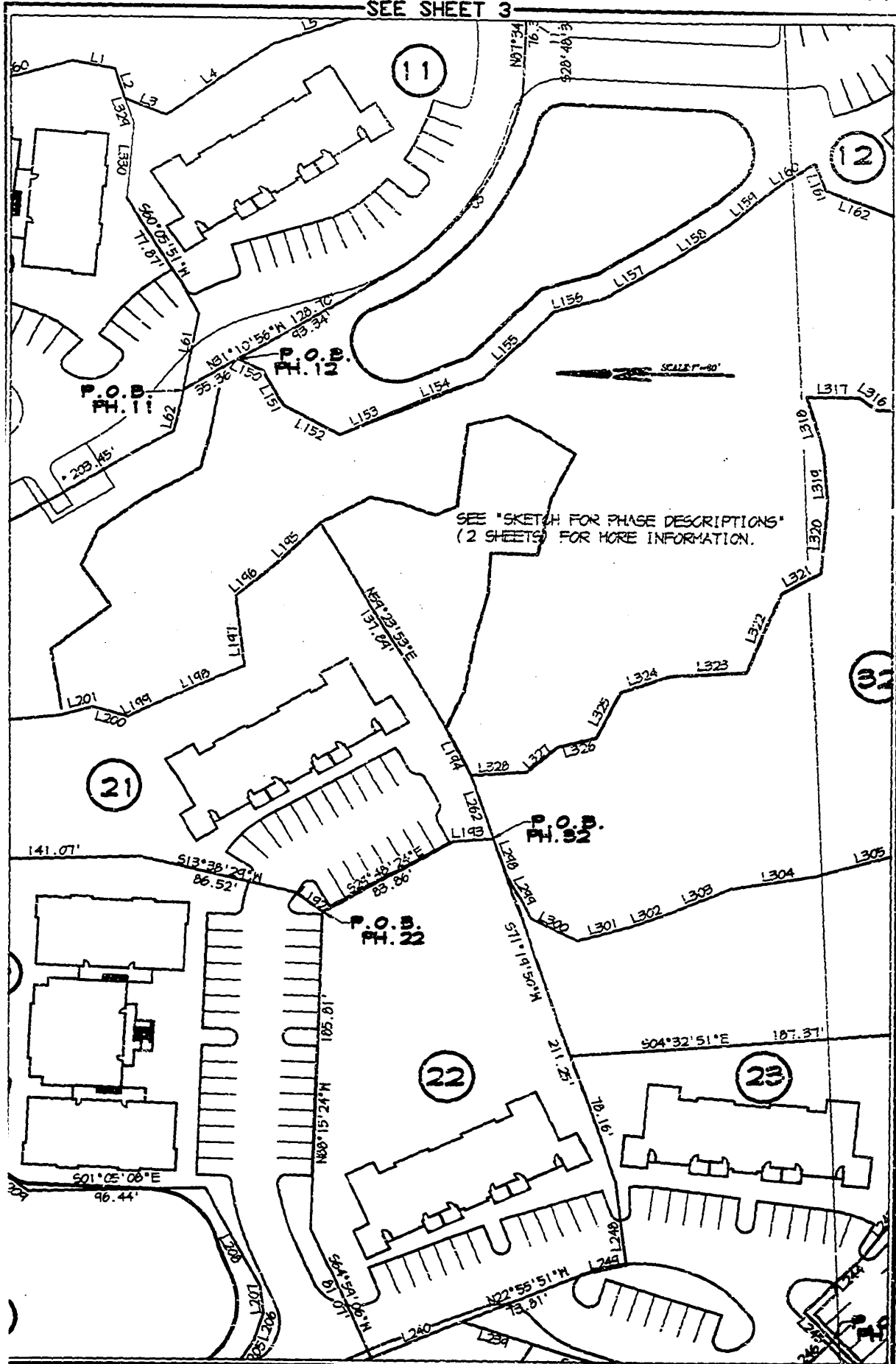
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C6	268.00'	212.18'	206.68'	N85°12'53\"N	45°21'40\"

VISTA COVE

EXHIBIT "B"

SHEET 80.R.1311 PG 0423

SEE SHEET 3



VISTA COVE

EXHIBIT "B"

SHEET 10

SEE SHEET 7

O.R. 1311 PG 0425

SCALE 1" = 80'

LAND DESCRIBED IN DEED BOOK 11, PAGE 184

N 88° 03' 30" E

S 04° 45' 00" E
45.22'

SEE SHEET 11

SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.

VISTA COVE

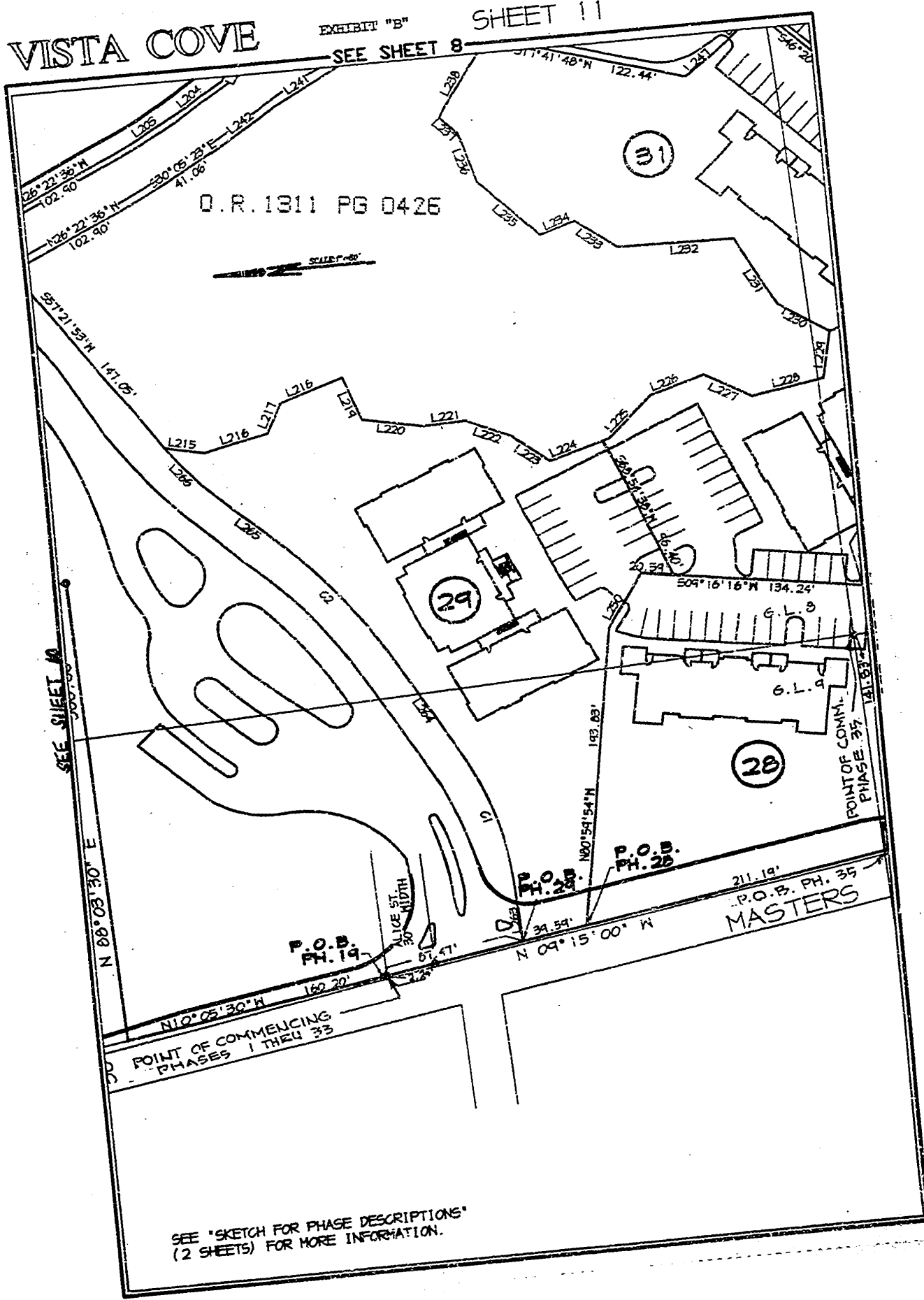
EXHIBIT "B"

SHEET 11

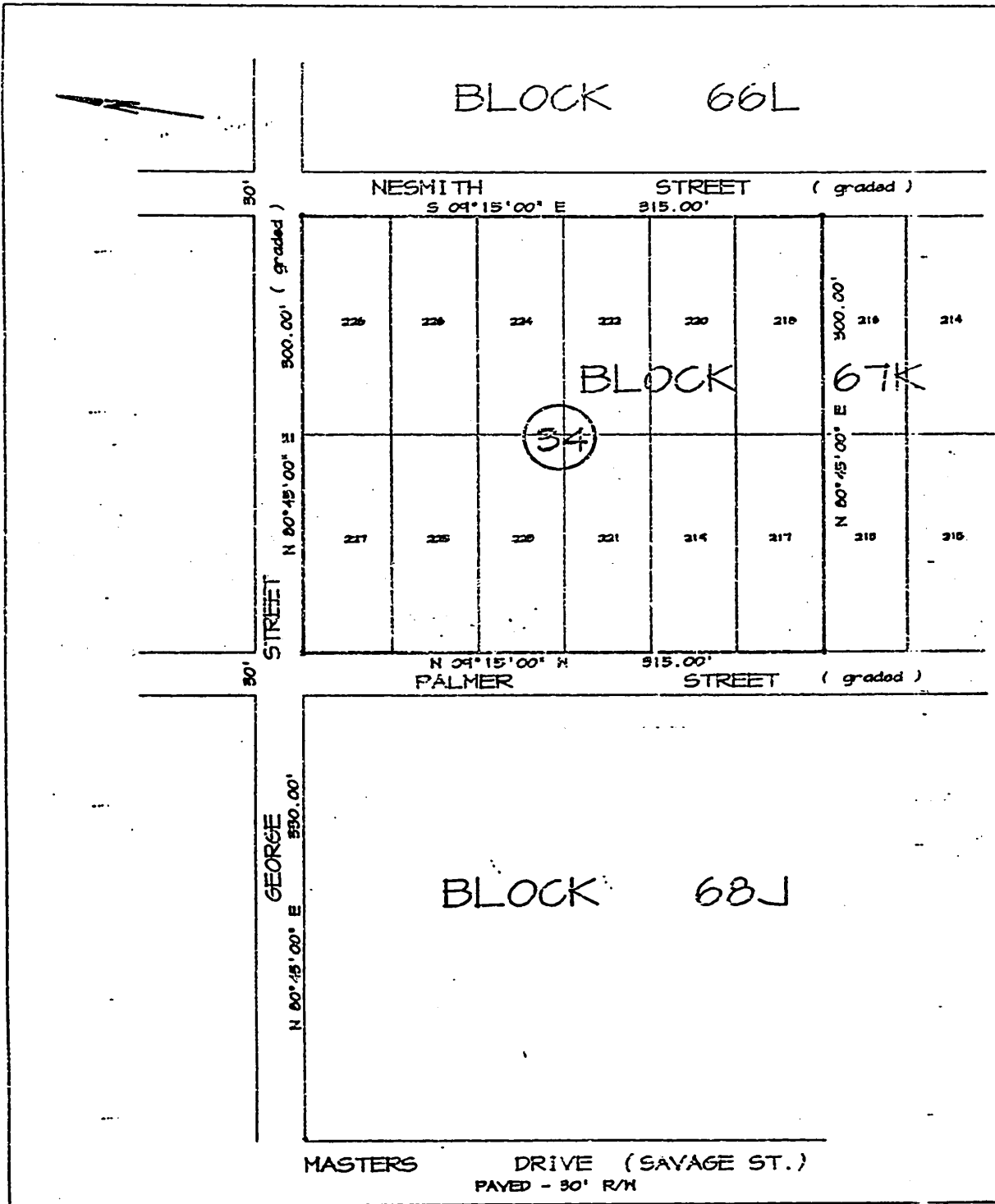
SEE SHEET 8

O.R. 1311 PG 0426

SCALE 1"=80'



SEE "SKETCH FOR PHASE DESCRIPTIONS"
(2 SHEETS) FOR MORE INFORMATION.



SKETCH FOR PHASE 34 DESCRIPTION
NOT A SURVEY

VISTA COVE

DRUNNA PROPERTIES, INC.

NOTES & LEGEND

- 1. GEORGE AVENUE - ONE FOOT OF NEW LINE UNDER DIME - 8' 0" OF 1917 W.
- 2. THIS SKETCH IS BASED ON THE FOLLOWING:
 - A. BOUNDARY SURVEY FOR DRUNNA PROPERTIES, INC. (OF ALL EXCEPT LOT 9-5)
 - DATED JULY 21, 1914.
- 3. ALL IMPROVEMENTS ARE PROPOSED.
- 4. PHASE 34 IS PROPOSED STORAGE AREA.

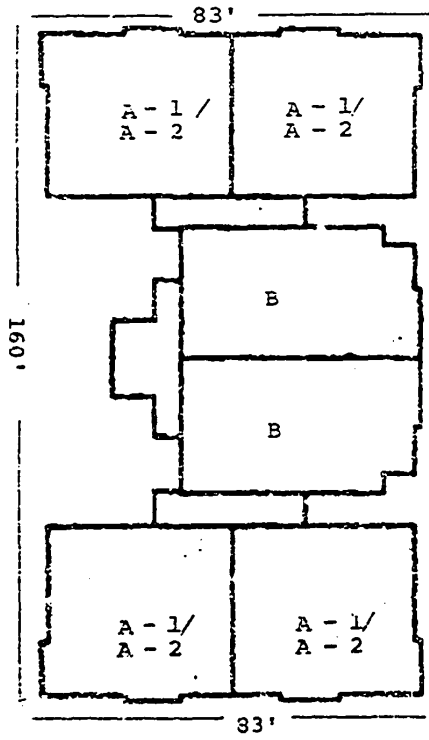
Ⓢ = PHASE NUMBER

PART OF SECTION 12, TOWNSHIP, 7 SOUTH, RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

JONES & FELLIGER, INC.
100 AUGUSTA BLVD. SUITE A
ST. AUGUSTINE, FLORIDA 32084

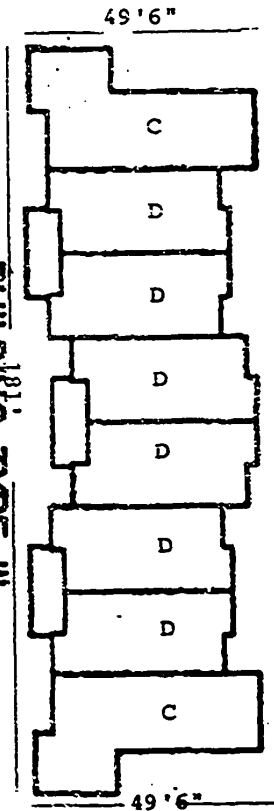
FEBRUARY 28, 1966
SCALE: 1" = 60'

BUILDING TYPE I
2 STORY FLATS

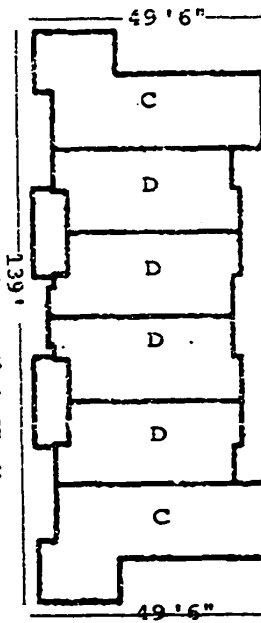


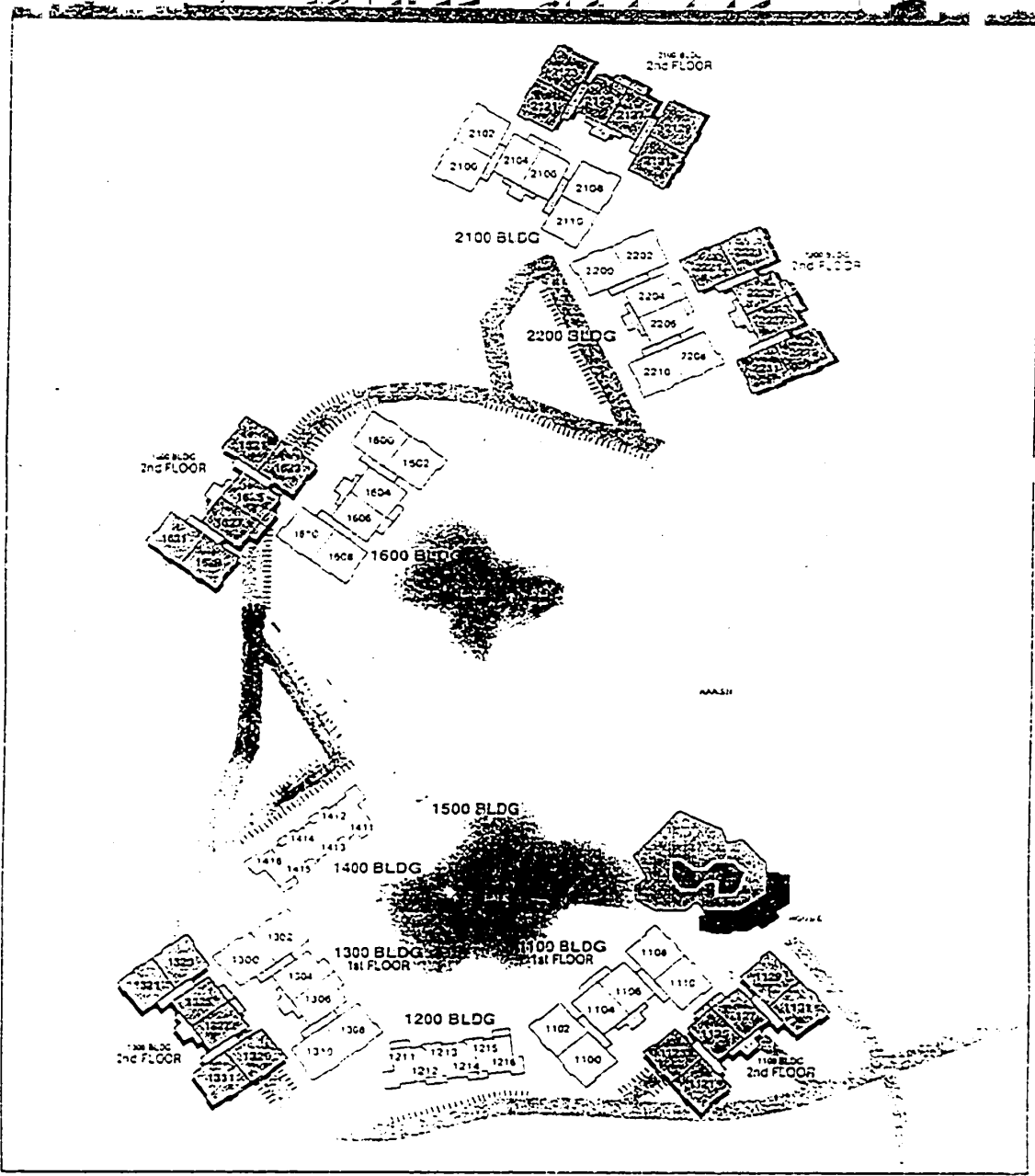
UNIT TYPE are designated as
A-1, A-2, B, C OR D

BUILDING TYPE III
TOWNHOMES



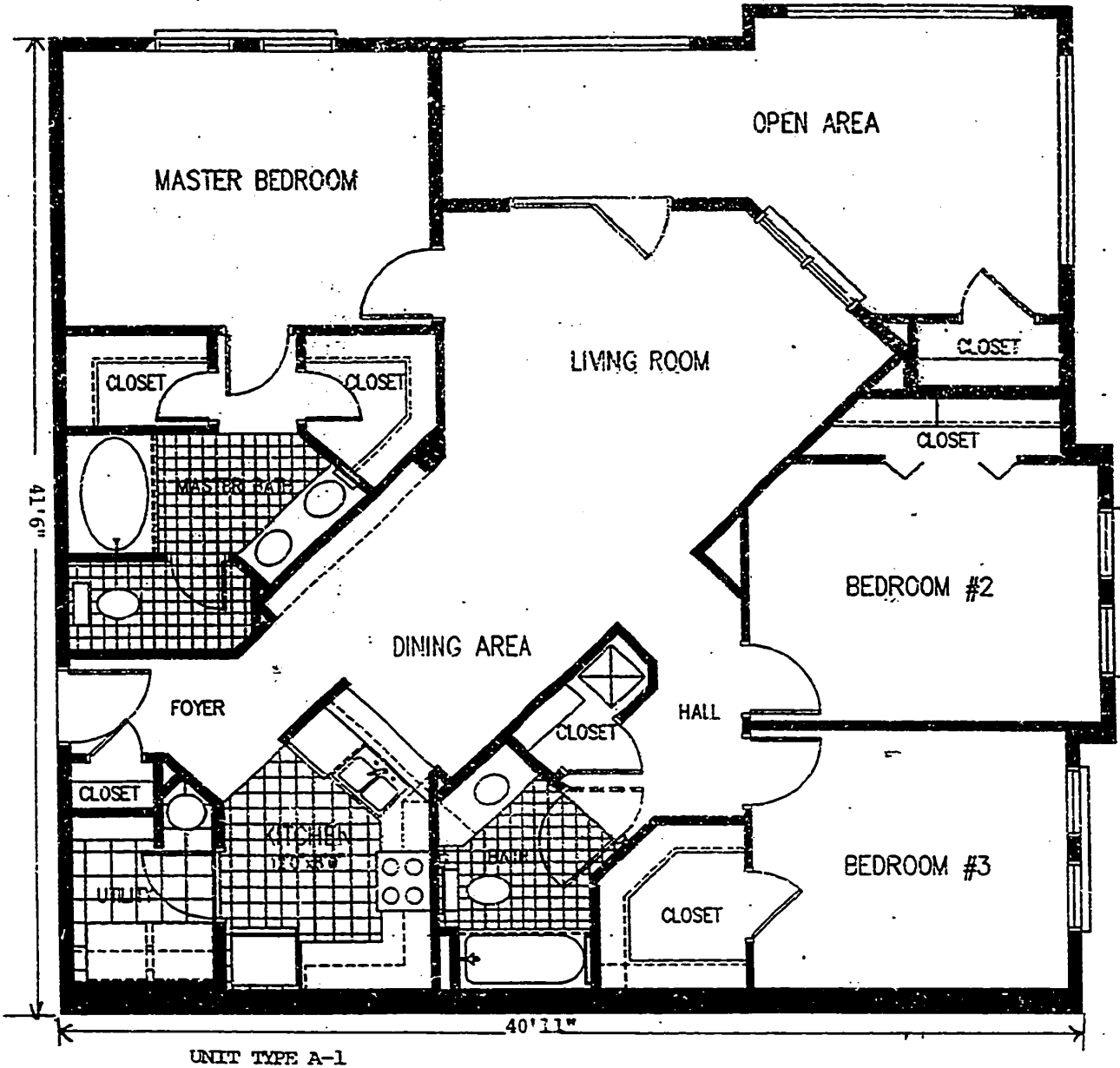
BUILDING TYPE II
TOWNHOMES





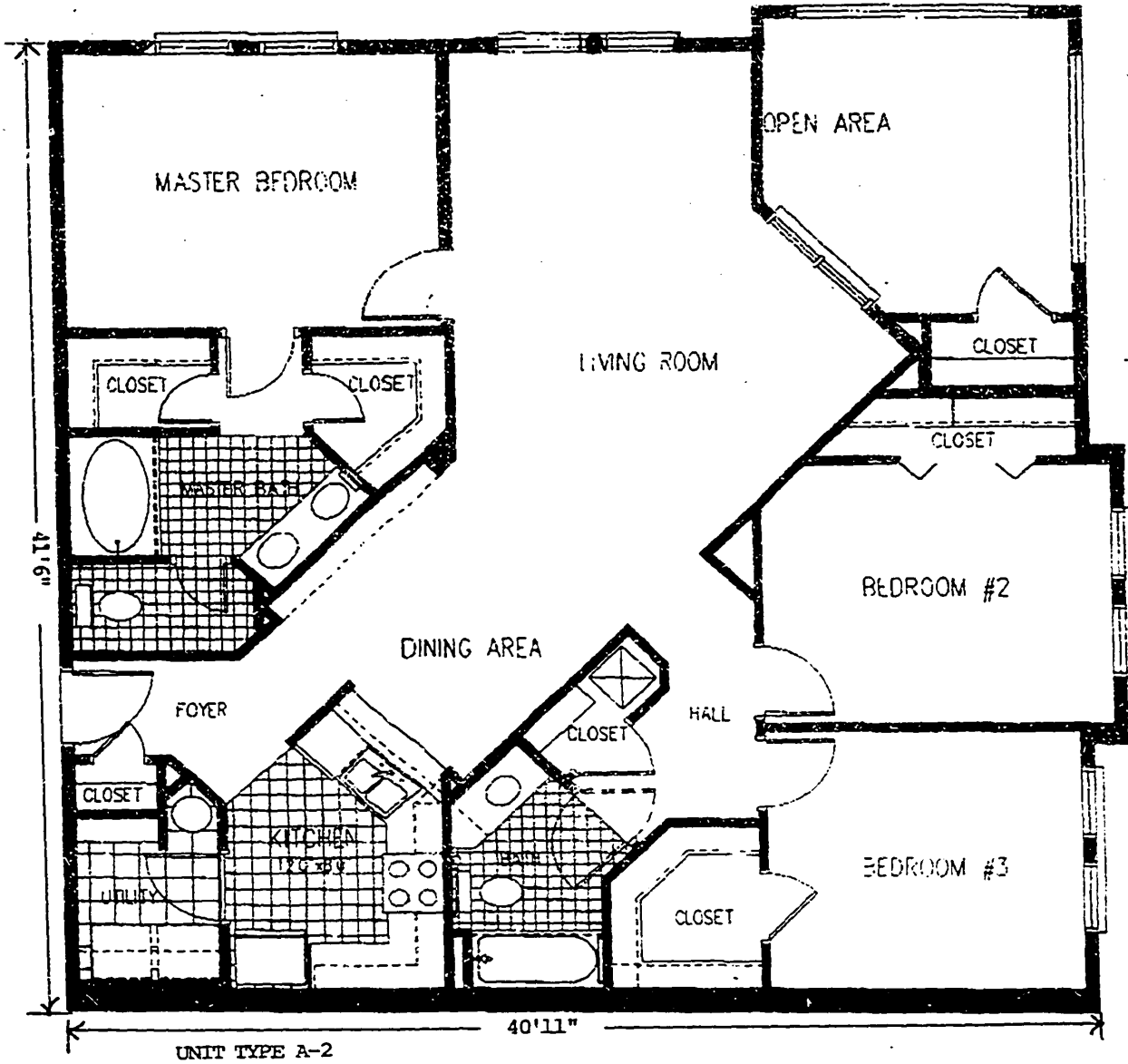
VISTA COVE

CONDOMINIUMS



UNIT TYPE A-1

The Seabreeze



The Seabreeze

OPEN AREA

O.R. 1311 PG 0433

MASTER BEDROOM

FAMILY ROOM

CLOSET

DINING AREA

UTILITY

HALL

CLOSET

BEDROOM #2

BEDROOM #3

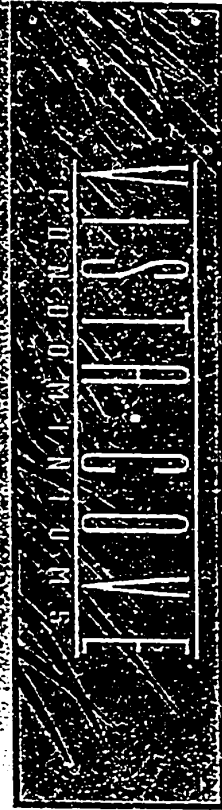
CLOSET

POWER

UNIT TYPE B

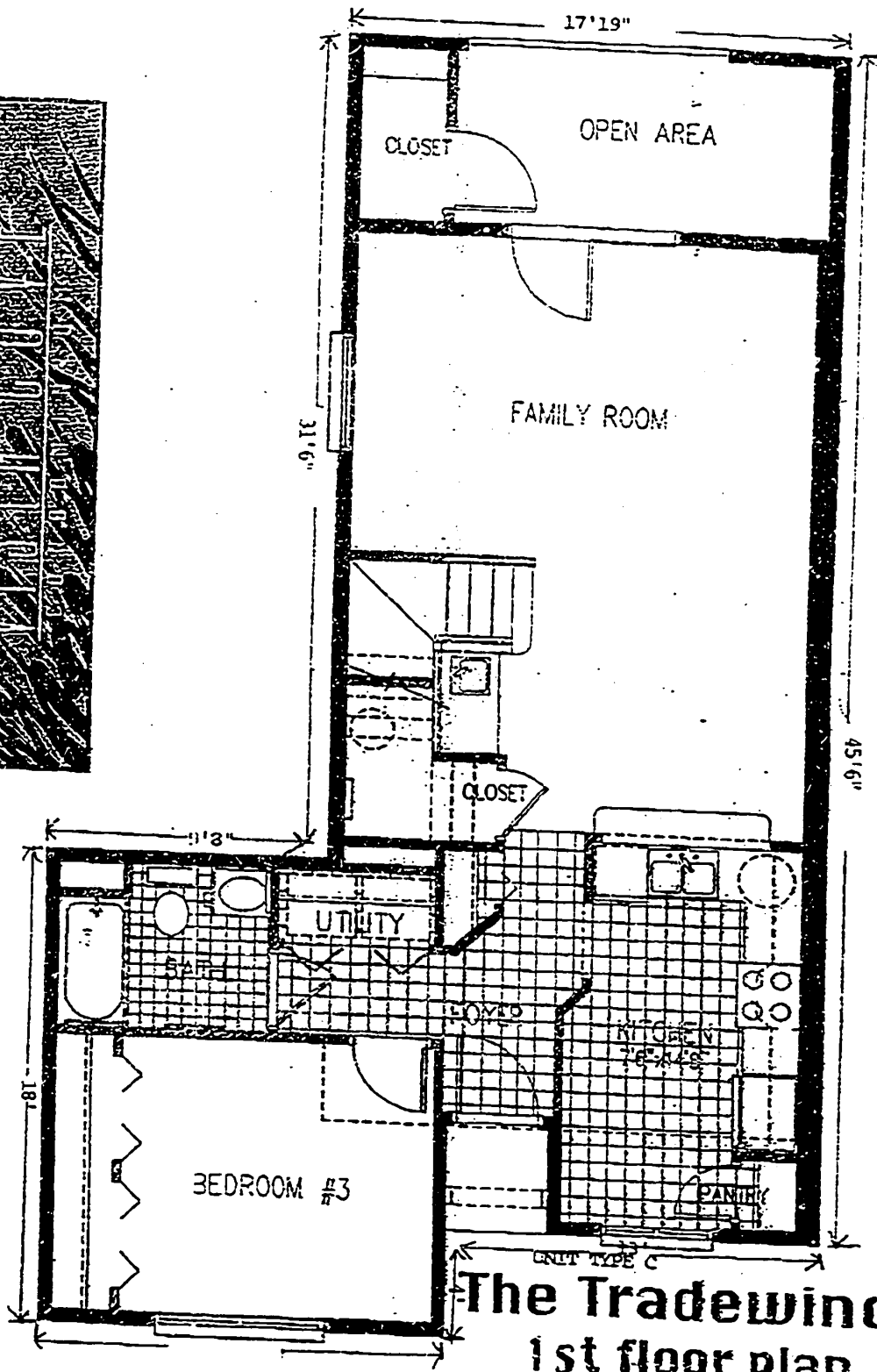
32'

44'

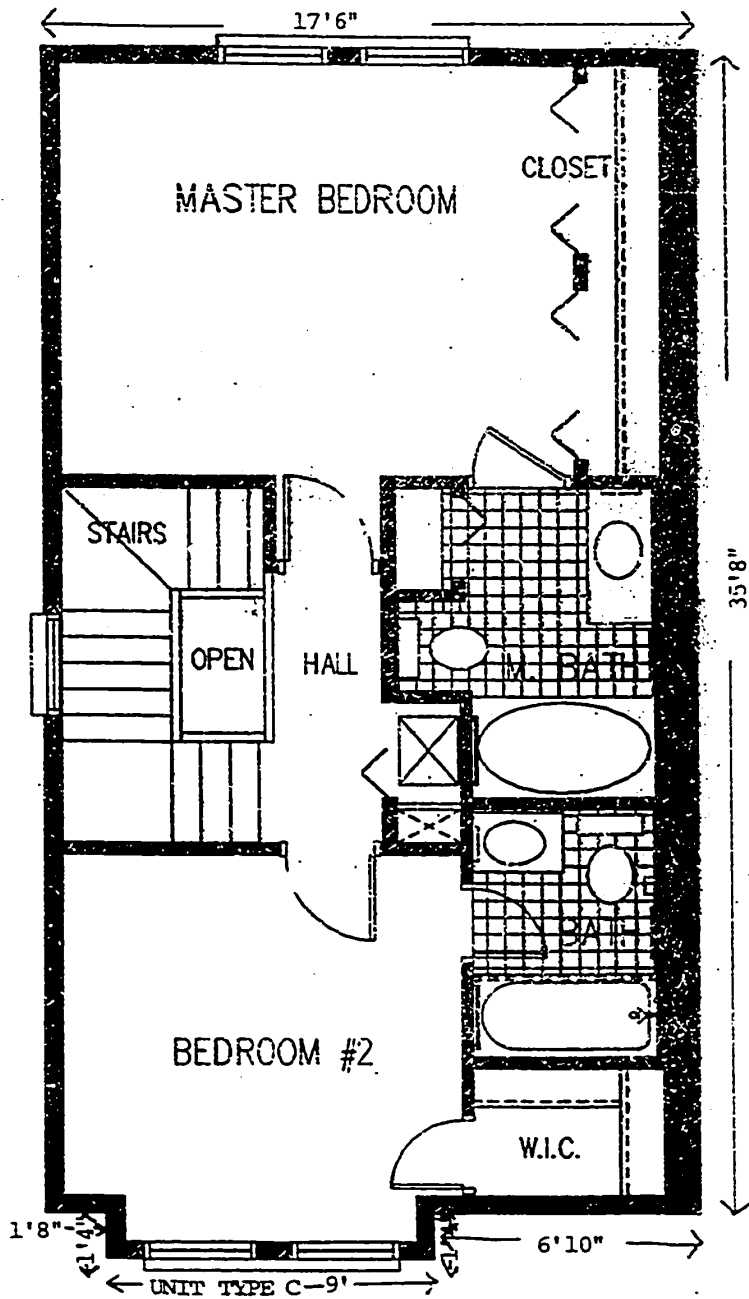


The Windward

O.R. 1311 PG 0434

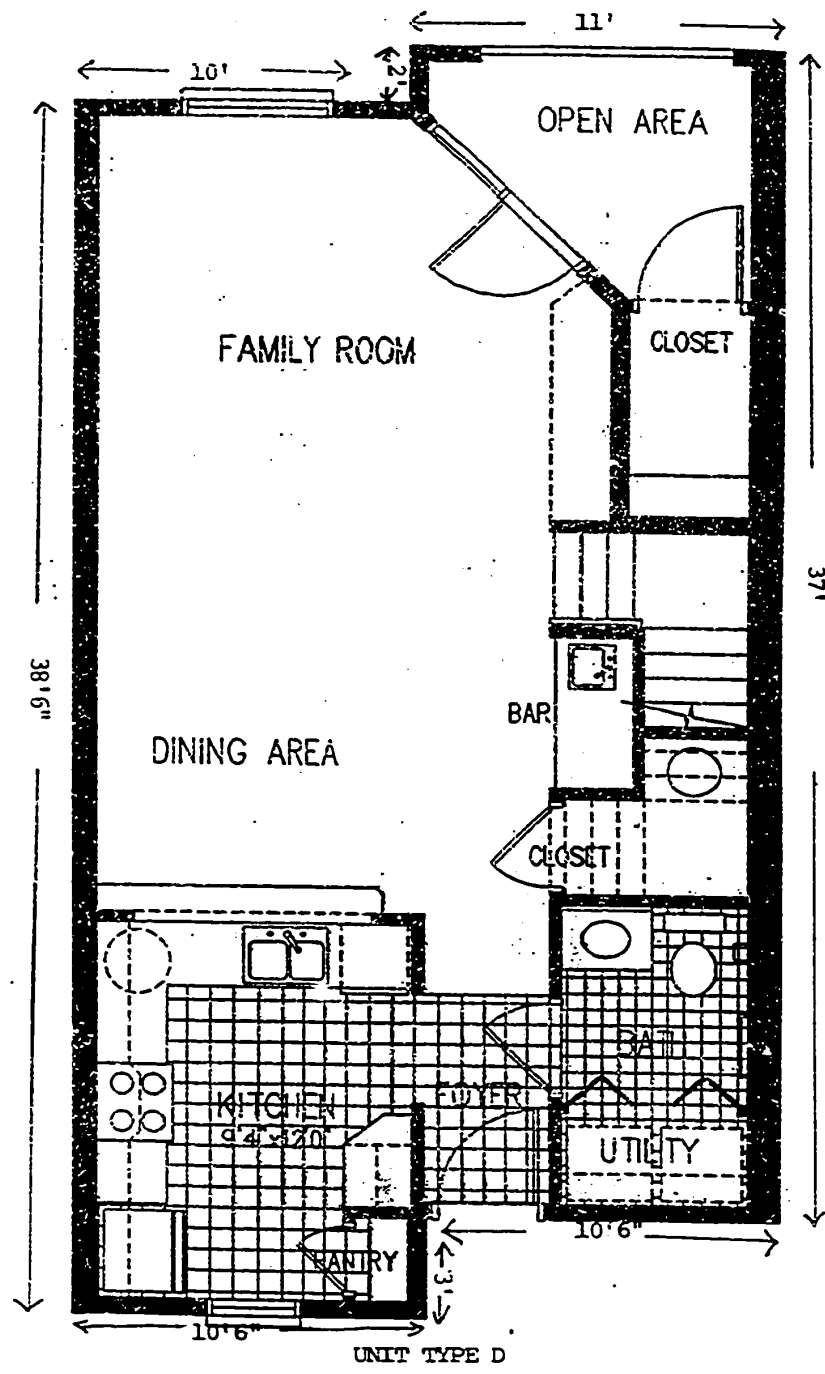
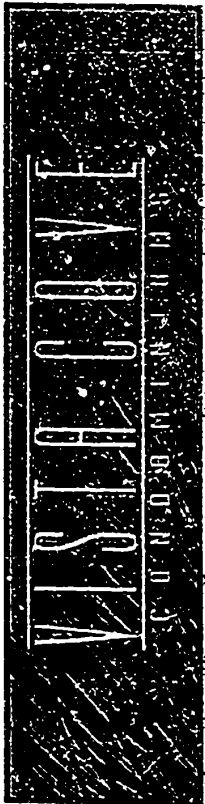


**The Tradewinds
1st floor plan**



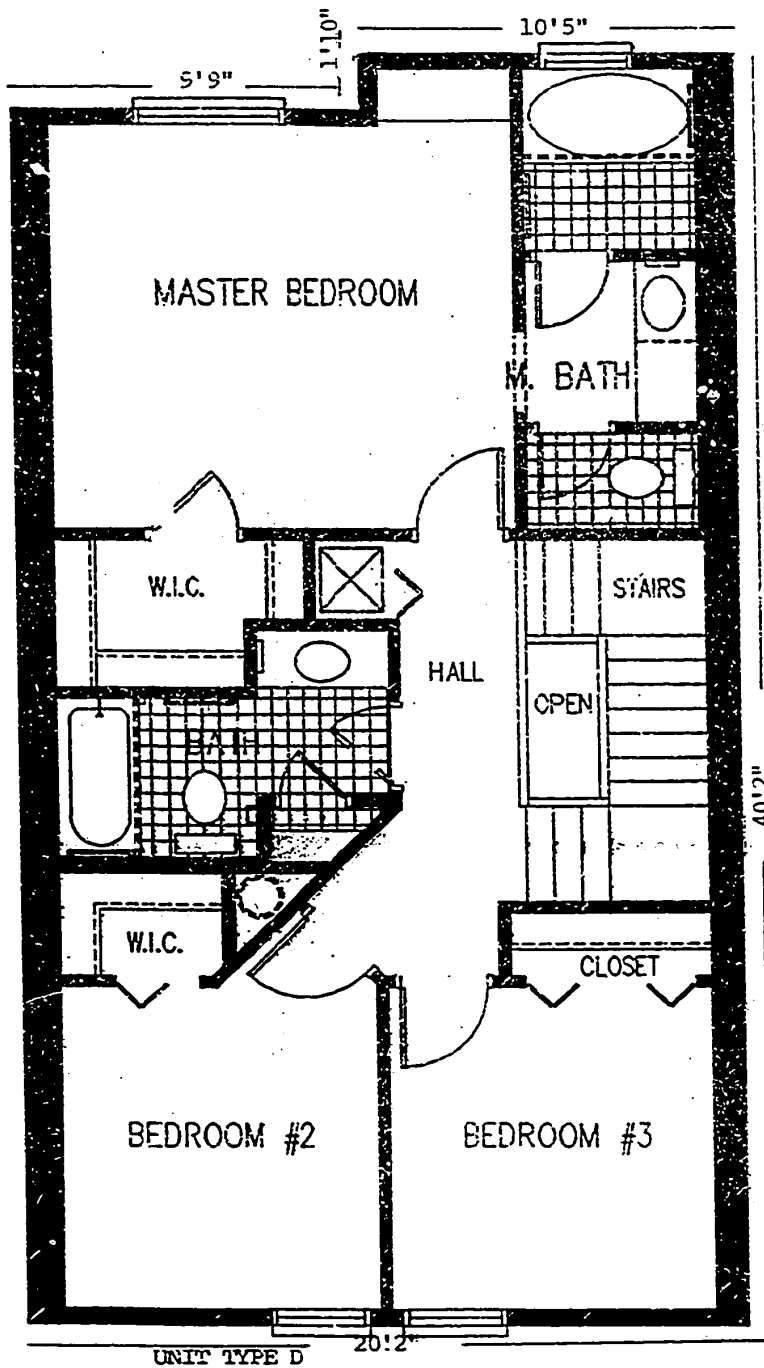
The Tradewinds

2nd floor plan

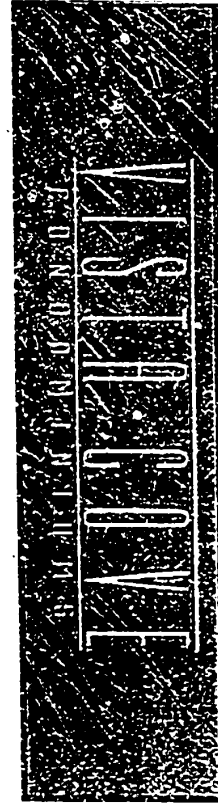


O.R. 1311 PG 0436

The Tobago 1st floor plan



O.R. 1311 PG 0437



**The Tobago
2nd floor plan**

DESCRIPTION OF FUTURE PHASES

<u>Phase Number</u>	<u>Building Type</u>	<u>Maximum Numbers of Units</u>	<u>Minimum Numbers of Units</u>
2	TYPE I	12	10
3	TYPE I	12	10
4	TYPE II	6	5
5	TYPE III	8	7
6	TYPE I	12	10
8	TYPE I	12	10
9	TYPE I	12	10
10	TYPE II	6	5
11	TYPE II	6	5
12	TYPE III	8	7
* 13	-	-	-
14	TYPE I	12	10
15	TYPE I	12	10
16	TYPE I	12	10
17	TYPE III	8	7
18	TYPE I	12	10
19	-	-	-
20	TYPE I	12	10
21	TYPE II	6	5
22	TYPE II	6	5
23	TYPE II	6	5
24	TYPE I	12	10
25	TYPE I	12	10
26	TYPE I	12	10
27	TYPE II	6	5
28	TYPE II	6	5
29	TYPE I	12	10
30	TYPE I	12	10
31	TYPE II	6	5
* 32	-	-	-
* 33	-	-	-
* 34	-	-	-
* 35	-	-	-

* Phase 13 - intentionally omitted
 Phase 19 - common roadway and facilities
 Phases 32 and 33 - proposed recreational areas
 Phase 34 - proposed storage area
 Phase 35 - wetlands and residual land between phases

4200.D1d:March 10, 1998

DESCRIPTION:EXHIBIT "B"PHASE 2

DESCRIPTION OF FUTURE PHASES

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHN'S COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 38 DEGREE 14 MINUTES 14 SECONDS EAST, ON SAID NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 164.23 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 10 DEGREES 48 MINUTES 41 SECONDS EAST 15.10 FEET; SOUTH 75 DEGREES 28 MINUTES 00 SECONDS EAST 23.56 FEET; SOUTH 33 DEGREES 26 MINUTES 50 SECONDS EAST 30.61 FEET; SOUTH 38 DEGREES 19 MINUTES 06 SECONDS EAST 30.13 FEET; SOUTH 09 DEGREES 23 MINUTES 37 SECONDS WEST 32.35 FEET; SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST 46.12 FEET; SOUTH 23 DEGREES 19 MINUTES 36 SECONDS EAST 39.18 FEET; SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 3.36 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 62 DEGREES 46 MINUTES 00 SECONDS WEST 47.38 FEET; THENCE SOUTH 06 DEGREES 32 MINUTES 55 SECONDS WEST 27.76 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 45 SECONDS EAST 50.79 FEET; THENCE SOUTH 62 DEGREES 45 MINUTES 11 SECONDS WEST 83.93 FEET; THENCE NORTH 32 DEGREES 44 MINUTES 08 SECONDS WEST 16.30 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 24 SECONDS EAST 51.08 FEET; THENCE NORTH 11 DEGREES 01 MINUTE 10 SECONDS WEST 34.66 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF NORTH 35 DEGREES 12 MINUTES 53 SECONDS WEST AND CHORD DISTANCE OF 206.68 FEET); THENCE NORTH 01 DEGREE 45 MINUTES 46 SECONDS WEST 62.68 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0440

PHASE 3

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHN'S COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 263.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.58 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST 168.85 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 00 SECONDS WEST, ON EAST EDGE OF WETLAND, 24.27 FEET; THENCE NORTH 08 DEGREES 08 MINUTES 42 SECONDS WEST, ON SAID EDGE OF WETLAND, 27.01 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 14 SECONDS EAST 39.01 FEET; THENCE NORTH 03 DEGREES 10 MINUTE 52 SECONDS EAST 81.50 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 17 SECONDS EAST 31.35 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST 108.15 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 46.76 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0441

PHASE 4

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON THE EAST EDGE OF WETLAND, 22.89 FEET; THENCE NORTH 16 DEGREES 12 MINUTES 57 SECONDS WEST, ON SAID EDGE OF WETLAND, 49.17 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 37.60 FEET; THENCE NORTH 15 DEGREES 48 MINUTE 37 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.37 FEET; THENCE NORTH 05 DEGREES 06 MINUTES 24 SECONDS WEST, ON SAID EDGE OF WETLAND, 29.47 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST 168.85 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0442

PHASE 5

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 57 MINUTES 28 SECONDS EAST 57.17 FEET; THENCE SOUTH 35 DEGREES 42 MINUTES 44 SECONDS EAST 114.84 FEET; THENCE SOUTH 12 DEGREES 42 MINUTES 57 SECONDS WEST, ON THE WEST EDGE OF A WETLAND, 31.46 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 24 SECONDS EAST, ON SAID EDGE OF WETLAND, 40.62 FEET; THENCE SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST, ON SAID EDGE OF WETLAND, 41.83 FEET; THENCE SOUTH 47 DEGREES 02 MINUTES 16 SECONDS WEST 68.70 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 85.70 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 08 SECONDS EAST 115.77 FEET; THENCE NORTH 02 DEGREES 51 MINUTE 14 SECONDS WEST 57.32 FEET; THENCE CONTINUING NORTH 02 DEGREES 51 MINUTES 14 SECONDS WEST 44.59 FEET; THENCE NORTH 04 DEGREES 00 MINUTES 20 SECONDS EAST 22.60 FEET TO THE POINT OF BEGINNING.

Jones & Pellicer, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

Loren N. Jones, P.E./L.S.
Xavier L. Pellicer III, P.E.

906 Anastasia Blvd., Suite A
St. Augustine, Florida 32084
(904) 824-6115

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0443

PHASE 5

REVISED 12/30/97

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 169.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 51.92 FEET; THENCE CONTINUING NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 183.74 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 31 SECONDS EAST 87.12 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 94.46 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING ON THE WESTERLY, SOUTHERLY, EASTERLY AND NORTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 19.97 FEET; SOUTH 77 DEGREES 01 MINUTES 59 SECONDS EAST 30.64 FEET; SOUTH 31 DEGREES 55 MINUTES 00 SECONDS EAST 69.12 FEET; SOUTH 18 DEGREES 14 MINUTES 17 SECONDS WEST 27.49 FEET; SOUTH 20 DEGREES 06 MINUTES 27 SECONDS WEST 45.22 FEET; SOUTH 35 DEGREES 09 MINUTES 27 SECONDS WEST 21.70 FEET; SOUTH 45 DEGREES 56 MINUTES 04 SECONDS WEST 37.60 FEET; SOUTH 10 DEGREES 05 MINUTES 06 SECONDS WEST 47.86 FEET; SOUTH 06 DEGREES 54 MINUTES 15 SECONDS WEST 32.39 FEET; SOUTH 16 DEGREES 39 MINUTES 39 SECONDS EAST 49.31 FEET; SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST 24.23 FEET; SOUTH 72 DEGREES 15 MINUTES 23 SECONDS WEST 17.66 FEET; SOUTH 23 DEGREES 04 MINUTES 11 SECONDS WEST 23.62 FEET; SOUTH 35 DEGREES 47 MINUTES 11 SECONDS EAST 71.19 FEET; SOUTH 19 DEGREES 26 MINUTES 29 SECONDS EAST 52.06 FEET; SOUTH 60 DEGREES 41 MINUTES 57 SECONDS EAST 33.81 FEET; SOUTH 86 DEGREES 18 MINUTES 08 SECONDS EAST 23.18 FEET; NORTH 65 DEGREES 21 MINUTES 02 SECONDS EAST 15.40 FEET; NORTH 64 DEGREES 32 MINUTES 22 SECONDS EAST 25.42 FEET; NORTH 60 DEGREES 00 MINUTES 42 SECONDS EAST 24.33 FEET; SOUTH 78 DEGREES 59 MINUTES 35 SECONDS EAST 17.12 FEET; NORTH 73 DEGREES 31 MINUTES 30 SECONDS EAST 22.27 FEET; NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST 42.40 FEET; NORTH 34 DEGREES 11 MINUTES 29 SECONDS EAST 40.21 FEET; NORTH 62 DEGREES 46 MINUTES 11 SECONDS EAST 33.89 FEET; NORTH 57 DEGREES 30 MINUTES 59 SECONDS EAST 37.07 FEET; NORTH 70 DEGREES 22 MINUTES 26 SECONDS EAST 30.00 FEET; NORTH 06 DEGREES 07 MINUTES 13 SECONDS WEST 33.64 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 10.42 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 6.06 FEET; NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST 51.92 FEET; NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST 36.91 FEET; NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST 45.98 FEET; NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST 43.30 FEET; NORTH 56 DEGREES 51 MINUTES 51 SECONDS WEST 25.19 FEET; NORTH 18 DEGREES 07 MINUTES 23 SECONDS WEST 38.27 FEET; NORTH 57 DEGREES 01 MINUTES 30 SECONDS WEST 30.42 FEET; NORTH 16 DEGREES 15 MINUTES 34 SECONDS WEST 28.63 FEET; NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST 13.90 FEET; NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST 22.89 FEET; NORTH 16 DEGREES 12 MINUTES 57 SECONDS WEST 49.17 FEET; NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST 37.60 FEET; NORTH 15 DEGREES 48 MINUTES 37 SECONDS WEST 38.37 FEET; NORTH 06 DEGREES 06 MINUTES 24 SECONDS WEST 29.47 FEET; NORTH 35 DEGREES 31 MINUTES 00 SECONDS WEST 24.27 FEET;

VISTA COVE
DESCRIPTION: PHASE 6
PAGE 2

D.R. 1811 PG 0444

NORTH 08 DEGREES 08 MINUTES 42 SECONDS WEST 27.01 FEET; NORTH 26 DEGREES 53 MINUTES 09 SECONDS WEST 42.88 FEET; NORTH 35 DEGREES 22 MINUTES 19 SECONDS WEST 50.68 FEET; NORTH 41 DEGREES 38 MINUTES 32 SECONDS WEST 44.39 FEET; NORTH 85 DEGREES 01 MINUTES 20 SECONDS WEST 66.99 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 17.05 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 06 SECONDS EAST 164.08 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 105.47 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 06 SECONDS WEST 203.94 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 54 SECONDS EAST 117.44 FEET; THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 17 DEGREES 53 MINUTES 11 SECONDS WEST 43.80 FEET; SOUTH 32 DEGREES 12 MINUTES 55 SECONDS WEST 31.67 FEET; SOUTH 05 DEGREES 55 MINUTES 53 SECONDS EAST 40.60 FEET; SOUTH 26 DEGREES 00 MINUTES 35 SECONDS WEST 46.88 FEET; SOUTH 15 DEGREES 54 MINUTES 00 SECONDS EAST 36.99 FEET; SOUTH 21 DEGREES 22 MINUTES 38 SECONDS EAST 24.38 FEET; SOUTH 35 DEGREES 48 MINUTES 47 SECONDS EAST 32.51 FEET; SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 36.05 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

PHASE 8

O.R. 1311 PG 0445

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 85.70 FEET; THENCE NORTH 47 DEGREES 02 MINUTES 16 SECONDS EAST 68.70 FEET; THENCE MEANDERING ON THE SOUTHWESTERLY AND WESTERLY EDGES OF A WETLAND THE FOLLOWING COURSES: SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST 14.04 FEET; SOUTH 51 DEGREES 15 MINUTES 16 SECONDS EAST 40.07 FEET; SOUTH 65 DEGREES 51 MINUTES 41 SECONDS EAST 37.10 FEET; SOUTH 57 DEGREES 58 MINUTES 55 SECONDS EAST 32.19 FEET; SOUTH 63 DEGREES 07 MINUTES 23 SECONDS EAST 42.06 FEET; SOUTH 29 DEGREES 24 MINUTES 59 SECONDS EAST 48.41 FEET; SOUTH 22 DEGREES 08 MINUTES 18 SECONDS WEST 47.37 FEET; SOUTH 22 DEGREES 51 MINUTES 31 SECONDS EAST 36.72 FEET; SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST 29.62 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 58 DEGREES 50 MINUTES 31 SECONDS WEST 120.88 FEET; THENCE SOUTH 80 DEGREES 52 MINUTES 40 SECONDS WEST 96.19 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 33 SECONDS WEST 64.27 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 06 SECONDS WEST 77.66 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 51 SECONDS WEST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 25.19 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 23 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE NORTH 57 DEGREES 01 MINUTE 30 SECONDS WEST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE NORTH 16 DEGREES 15 MINUTES 34 SECONDS WEST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON SAID EDGE OF WETLAND, 13.90 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 119.18 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0446

PHASE 9

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61 FEET 13 MINUTES 31 SECONDS EAST 51.92 FEET; THENCE SOUTH 79 DEGREES 04 MINUTES 16 SECONDS EAST 95.00 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 17 SECONDS EAST 59.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 54 SECONDS EAST 36.38 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 29 SECONDS EAST 93.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 27 SECONDS EAST 51.87 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 45 DEGREES 56 MINUTES 04 SECONDS WEST 37.60 FEET; SOUTH 10 DEGREES 05 MINUTES 06 SECONDS WEST 47.86 FEET; SOUTH 06 DEGREES 54 MINUTES 15 SECONDS WEST 32.39 FEET; SOUTH 16 DEGREES 39 MINUTES 39 SECONDS EAST 49.31 FEET; SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST 24.23 FEET; SOUTH 72 DEGREES 15 MINUTES 23 SECONDS WEST 17.66 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 70 DEGREES 22 MINUTES 30 SECONDS WEST 15.36 FEET; THENCE NORTH 84 DEGREES 40 MINUTES 44 SECONDS WEST 43.02 FEET; THENCE SOUTH 60 DEGREES 05 MINUTES 51 SECONDS WEST 77.37 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 04 SECONDS WEST 45.58 FEET; THENCE CONTINUING NORTH 78 DEGREES 35 MINUTES 04 SECONDS WEST 24.45 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 203.45 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0447

PHASE 10

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 51.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 183.74 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 31 SECONDS EAST 87.12 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 94.46 FEET; THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 19.97 FEET; SOUTH 77 DEGREES 01 MINUTE 59 SECONDS EAST 30.64 FEET; SOUTH 31 DEGREES 55 MINUTES 00 SECONDS EAST 69.12 FEET; SOUTH 18 DEGREES 14 MINUTES 17 SECONDS WEST 27.49 FEET; SOUTH 20 DEGREES 06 MINUTES 27 SECONDS WEST 45.22 FEET; SOUTH 35 DEGREES 09 MINUTES 27 SECONDS WEST 21.70 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 83 DEGREES 59 MINUTES 27 SECONDS WEST 51.87 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 29 SECONDS WEST 93.30 FEET; THENCE SOUTH 05 DEGREES 30 MINUTES 54 SECONDS WEST 36.38 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 17 SECONDS WEST 59.00 FEET; THENCE NORTH 79 DEGREES 04 MINUTES 18 SECONDS WEST 95.00 FEET TO THE POINT OF BEGINNING.

VISTA COVE

O.R. 1311 PG 0448

DESCRIPTION:

PHASE 11

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 45.58 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 51 SECONDS EAST 77.87 FEET; THENCE SOUTH 84 DEGREES 40 MINUTES 44 SECONDS EAST 43.02 FEET; THENCE NORTH 70 DEGREES 22 MINUTES 30 SECONDS EAST 15.36 FEET; THENCE SOUTHERLY ON THE WEST EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 23 DEGREES 04 MINUTES 11 SECONDS WEST 23.62 FEET; SOUTH 35 DEGREES 47 MINUTES 11 SECONDS EAST 71.19 FEET; SOUTH 19 DEGREES 26 MINUTES 29 SECONDS EAST 52.06 FEET; SOUTH 60 DEGREES 41 MINUTES 57 SECONDS EAST 33.81 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 02 DEGREES 16 MINUTES 08 SECONDS EAST 74.56 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 32 SECONDS WEST 76.33 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE NORTHEASTERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF NORTH 55 DEGREES 16 MINUTES 23 SECONDS WEST AND CHORD DISTANCE OF 132.25 FEET); THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 128.70 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0449

PHASE 12

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET, THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET; THENCE SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 57.69 FEET; THENCE CONTINUING SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 16.17 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 48 SECONDS WEST 73.98 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 73 DEGREES 52 MINUTES 53 SECONDS WEST 69.24 FEET; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF A WETLAND THE FOLLOWING COURSES: NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 41.15 FEET; NORTH 32 DEGREES 06 MINUTES 21 SECONDS WEST 54.26 FEET; NORTH 55 DEGREES 19 MINUTES 11 SECONDS WEST 34.92 FEET; NORTH 27 DEGREES 18 MINUTES 55 SECONDS WEST 34.02 FEET; NORTH 14 DEGREES 14 MINUTES 36 SECONDS EAST 39.17 FEET; NORTH 21 DEGREES 29 MINUTES 22 SECONDS EAST 41.68 FEET; NORTH 68 DEGREES 16 MINUTES 56 SECONDS EAST 17.03 FEET; NORTH 34 DEGREES 02 MINUTES 08 SECONDS WEST 21.09 FEET; NORTH 40 DEGREES 07 MINUTES 23 SECONDS WEST 35.86 FEET; NORTH 34 DEGREES 47 MINUTES 12 SECONDS WEST 35.34 FEET; NORTH 31 DEGREES 43 MINUTES 36 SECONDS WEST 46.25 FEET; NORTH 16 DEGREES 58 MINUTES 53 SECONDS WEST 29.31 FEET; NORTH 45 DEGREES 19 MINUTES 52 SECONDS WEST 55.81 FEET; NORTH 21 DEGREES 19 MINUTES 05 SECONDS WEST 39.05 FEET; NORTH 24 DEGREES 20 MINUTES 23 SECONDS WEST 46.25 FEET; NORTH 28 DEGREES 47 MINUTES 22 SECONDS EAST 35.45 FEET; NORTH 61 DEGREES 06 MINUTES 27 SECONDS EAST 22.48 FEET; NORTH 27 DEGREES 21 MINUTES 59 SECONDS EAST 15.05 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0450

PHASE 14

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 15 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 73 DEGREES 52 MINUTES 53 SECONDS EAST 69.24 FEET; THENCE NORTH 50 DEGREES 01 MINUTE 46 SECONDS EAST 73.98 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 16.17 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 43 SECONDS EAST 50.22 FEET; THENCE SOUTH 05 DEGREES 02 MINUTES 39 SECONDS EAST 83.42 FEET; THENCE SOUTH 08 DEGREES 23 MINUTES 30 SECONDS EAST 72.98 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 13.16 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 02 SECONDS EAST 35.48 FEET; THENCE SOUTH 26 DEGREES 00 MINUTES 26 SECONDS WEST 27.64 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 27 SECONDS WEST 105.28 FEET; THENCE SOUTH 30 DEGREES 51 MINUTES 17 SECONDS WEST 40.69 FEET; THENCE NORTH 12 DEGREES 13 MINUTES 26 SECONDS WEST 68.39 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 01 SECOND WEST 49.48 FEET; THENCE NORTH 05 DEGREES 42 MINUTES 21 SECONDS EAST 55.19 FEET; THENCE NORTH 17 DEGREES 56 MINUTES 18 SECONDS WEST 55.50 FEET; THENCE NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 5.93 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0451

PHASE 15

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 05 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 20.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 5.93 FEET; SOUTH 17 DEGREES 56 MINUTES 18 SECONDS EAST 55.50 FEET; SOUTH 05 DEGREES 42 MINUTES 21 SECONDS WEST 55.19 FEET; SOUTH 26 DEGREES 22 MINUTES 01 SECOND EAST 49.48 FEET; SOUTH 12 DEGREES 13 MINUTES 26 SECONDS EAST 68.39 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 30 DEGREES 51 MINUTES 17 SECONDS EAST 40.69 FEET; THENCE NORTH 76 DEGREES 05 MINUTES 27 SECONDS EAST 105.28 FEET; THENCE NORTH 26 DEGREES 00 MINUTES 26 SECONDS EAST 27.64 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 02 SECONDS WEST 35.48 FEET; THENCE NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 13.16 FEET; THENCE CONTINUING NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 26.15 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 01 SECOND EAST 26.01 FEET; THENCE SOUTH 60 DEGREES 36 MINUTES 29 SECONDS EAST 98.89 FEET; THENCE MEANDERING SOUTHERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 30 DEGREES 42 MINUTES 11 SECONDS EAST 32.85 FEET; SOUTH 19 DEGREES 29 MINUTES 55 SECONDS EAST 63.12 FEET; SOUTH 24 DEGREES 52 MINUTES 41 SECONDS WEST 44.64 FEET; NORTH 78 DEGREES 11 MINUTES 27 SECONDS WEST 29.10 FEET; SOUTH 34 DEGREES 12 MINUTES 41 SECONDS WEST 28.34 FEET; SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST 29.49 FEET; THENCE CONTINUING SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST, ON THE NORTH EDGE OF A WETLAND, 7.32 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 74 DEGREES 21 MINUTES 10 SECONDS WEST 103.85 FEET; THENCE MEANDERING NORTHWESTERLY ON THE NORTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: NORTH 22 DEGREES 16 MINUTES 05 SECONDS WEST 48.93 FEET; NORTH 42 DEGREES 18 MINUTES 25 SECONDS WEST 42.00; SOUTH 68 DEGREES 22 MINUTES 06 SECONDS WEST 39.82 FEET; NORTH 52 DEGREES 05 MINUTES 26 SECONDS WEST 41.87 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0452

PHASE 16

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 82 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 09 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING EASTERLY ON THE SOUTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 11.72 FEET; NORTH 66 DEGREES 08 MINUTES 35 SECONDS EAST 23.72 FEET; NORTH 68 DEGREES 04 MINUTES 23 SECONDS EAST 29.72 FEET; NORTH 44 DEGREES 41 MINUTES 43 SECONDS EAST 20.28 FEET; NORTH 65 DEGREES 41 MINUTES 52 SECONDS EAST 46.38 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 89 DEGREES 57 MINUTE 51 SECONDS EAST 86.37 FEET; THENCE MEANDERING SOUTHERLY ON THE WEST EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 03 DEGREES 45 MINUTES 51 SECONDS WEST 51.90 FEET; SOUTH 02 DEGREES 20 MINUTES 17 SECONDS WEST 63.58 FEET; SOUTH 17 DEGREES 46 MINUTES 35 SECONDS WEST 32.45 FEET; SOUTH 31 DEGREES 29 MINUTES 39 SECONDS EAST 59.12 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 23.27 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 24.58 FEET; SOUTH 51 DEGREES 48 MINUTES 47 SECONDS WEST 34.22 FEET; SOUTH 71 DEGREES 46 MINUTES 37 SECONDS WEST 19.10 FEET; SOUTH 08 DEGREES 03 MINUTES 40 SECONDS EAST 32.88 FEET; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 60 DEGREES 36 MINUTES 29 SECONDS WEST 98.89 FEET; THENCE SOUTH 76 DEGREES 20 MINUTES 01 SECOND WEST 26.01 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 26.15 FEET; THENCE NORTH 08 DEGREES 23 MINUTES 30 SECONDS WEST 72.98 FEET; THENCE NORTH 05 DEGREES 02 MINUTES 39 SECONDS WEST 63.42 FEET; THENCE NORTH 62 DEGREES 33 MINUTES 43 SECONDS WEST 50.22 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 57.69 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0453

PHASE 17

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN G.L. 4 SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 16 MINUTES 08 SECONDS WEST 74.56 FEET; THENCE MEANDERING NORTHEASTERLY ON THE SOUTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 86 DEGREES 18 MINUTES 03 SECONDS EAST 23.18 FEET; NORTH 65 DEGREES 21 MINUTES 02 SECONDS EAST 15.40 FEET; NORTH 64 DEGREES 32 MINUTES 22 SECONDS EAST 25.42 FEET; NORTH 60 DEGREES 00 MINUTES 42 SECONDS EAST 24.33 FEET; SOUTH 78 DEGREES 59 MINUTES 35 SECONDS EAST 17.12 FEET; NORTH 73 DEGREES 31 MINUTES 30 SECONDS EAST 22.27 FEET; NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST 42.40 FEET; NORTH 34 DEGREES 11 MINUTES 29 SECONDS EAST 40.21 FEET; NORTH 62 DEGREES 46 MINUTES 11 SECONDS EAST 33.89 FEET; NORTH 57 DEGREES 30 MINUTES 59 SECONDS EAST 37.07 FEET; NORTH 70 DEGREES 22 MINUTES 26 SECONDS EAST 30.00 FEET; NORTH 06 DEGREES 07 MINUTES 13 SECONDS WEST 33.64 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 10.42 FEET; THENCE, LEAVING EDGE OF WETLAND, SOUTH 69 DEGREES 11 MINUTES 44 SECONDS EAST 87.49 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 47 SECONDS EAST 18.37 FEET; THENCE SOUTH 57 DEGREES 13 MINUTES 49 SECONDS EAST 77.62 FEET; THENCE MEANDERING SOUTHWESTERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST 9.44 FEET; SOUTH 37 DEGREES 31 MINUTES 48 SECONDS WEST 73.94 FEET; SOUTH 27 DEGREES 32 MINUTES 02 SECONDS WEST 65.30 FEET; SOUTH 26 DEGREES 17 MINUTES 20 SECONDS WEST 79.72 FEET; SOUTH 85 DEGREES 06 MINUTES 30 SECONDS WEST 16.62 FEET; NORTH 60 DEGREES 34 MINUTES 44 SECONDS WEST 19.76 FEET; NORTH 38 DEGREES 49 MINUTES 19 SECONDS WEST 54.81 FEET; NORTH 55 DEGREES 54 MINUTES 47 SECONDS WEST 35.38 FEET; SOUTH 89 DEGREES 52 MINUTES 55 SECONDS WEST 64.91 FEET; SOUTH 62 DEGREES 08 MINUTES 49 SECONDS WEST 63.76 FEET; SOUTH 60 DEGREES 45 MINUTES 14 SECONDS WEST 39.75 FEET; SOUTH 28 DEGREES 10 MINUTES 38 SECONDS WEST 16.36 FEET; SOUTH 67 DEGREES 35 MINUTES 50 SECONDS WEST 18.96 FEET; NORTH 88 DEGREES 49 MINUTES 34 SECONDS WEST 22.82 FEET; THENCE, LEAVING EDGE OF WETLAND, NORTH 28 DEGREES 48 MINUTES 33 SECONDS WEST 11.71 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0454

PHASE 13

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHN'S COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.00 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE SOUTH 08 DEGREES 07 MINUTES 13 SECONDS EAST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 13.90 FEET; THENCE SOUTH 16 DEGREES 15 MINUTES 34 SECONDS EAST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE SOUTH 57 DEGREES 01 MINUTE 30 SECONDS EAST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE SOUTH 18 MINUTES 07 MINUTES 23 SECONDS EAST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE SOUTH 56 DEGREES 51 MINUTES 51 SECONDS EAST, ON SAID EDGE OF WETLAND, 25.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 06 SECONDS EAST 77.66 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 33 SECONDS EAST 64.27 FEET; THENCE NORTH 80 DEGREES 52 MINUTES 40 SECONDS EAST 96.19 FEET; THENCE SOUTH 58 DEGREES 50 MINUTES 31 SECONDS EAST 120.88 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST, ON THE NORTHWESTERLY EDGE OF A WETLAND, 25.28 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES 36 SECONDS WEST, ON SAID EDGE OF WETLAND, 86.59 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 44.58 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST, ON SAID EDGE OF WETLAND, 39.77 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 49 SECONDS WEST 77.62 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 47 SECONDS WEST 18.37 FEET; THENCE NORTH 69 DEGREES 11 MINUTES 44 SECONDS WEST 87.49 FEET; THENCE NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST, ON THE EASTERLY EDGE OF A WETLAND, 6.06 FEET; THENCE NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST, ON SAID EDGE OF WETLAND, 51.92 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST, ON SAID EDGE OF WETLAND, 36.91 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST, ON SAID EDGE OF WETLAND, 45.98 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST, ON SAID EDGE OF WETLAND, 43.30 FEET TO THE POINT OF BEGINNING.

VISTA COVE

O.R. 1311 PG 0455

DESCRIPTION:

PHASE 19--INGRESS, EGRESS AND UTILITIES EASEMENT

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.51 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 22 SECONDS WEST 98.40 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 07 SECONDS EAST 30.06 FEET; THENCE SOUTH 14 DEGREES 36 MINUTES 06 SECONDS WEST 38.15 FEET; THENCE SOUTH 57 DEGREES 32 MINUTES 18 SECONDS WEST 25.08 FEET; THENCE NORTH 79 DEGREES 47 MINUTES 59 SECONDS WEST 39.09 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 25 SECONDS WEST 16.15 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 58 SECONDS WEST 16.10 FEET; THENCE SOUTH 01 DEGREE 05 MINUTES 08 SECONDS EAST 96.44 FEET; THENCE SOUTH 61 DEGREES 58 MINUTES 36 SECONDS WEST 63.84 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 18 SECONDS WEST 15.32 FEET; THENCE NORTH 72 DEGREES 39 MINUTES 07 SECONDS WEST 16.12 FEET; THENCE NORTH 59 DEGREES 04 MINUTES 59 SECONDS WEST 16.83 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 09 SECONDS WEST 27.40 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 23 SECONDS WEST 41.06 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 36 SECONDS WEST 102.90 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 41 SECONDS WEST 32.83 FEET; THENCE SOUTH 57 DEGREES 21 MINUTES 53 SECONDS WEST 147.05 FEET; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS WEST 33.47 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 32 SECONDS WEST 67.47 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD BEARING OF SOUTH 53 DEGREES 03 MINUTES 42 SECONDS WEST AND CHORD DISTANCE OF 92.65 FEET); THENCE SOUTH 61 DEGREES 07 MINUTES 52 SECONDS WEST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD BEARING OF SOUTH 74 DEGREES 19 MINUTES 56 SECONDS WEST AND CHORD DISTANCE OF 105.05 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST 31.64 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 85.23 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0456

PHASE 20

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 21 MINUTES 11 SECONDS EAST 141.07 FEET; THENCE SOUTH 13 DEGREES 38 MINUTES 29 SECONDS WEST 86.52 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 19 SECONDS WEST 19.03 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 185.81 FEET; THENCE SOUTH 54 DEGREES 59 MINUTES 06 SECONDS WEST 81.07 FEET; THENCE NORTH 28 DEGREES 44 MINUTES 02 SECONDS WEST 49.99 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 09 SECONDS WEST 44.39 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 23 SECONDS WEST 41.06 FEET; THENCE NORTH 25 DEGREES 22 MINUTES 36 SECONDS WEST 102.90 FEET; THENCE NORTH 62 DEGREES 06 MINUTES 41 SECONDS EAST 32.83 FEET; THENCE SOUTH 26 DEGREES 22 MINUTES 36 SECONDS EAST 102.90 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 23 SECONDS EAST 41.06 FEET; THENCE SOUTH 33 DEGREES 48 MINUTES 09 SECONDS EAST 27.40 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 59 SECONDS EAST 16.83 FEET; THENCE SOUTH 72 DEGREES 39 MINUTES 07 SECONDS EAST 16.12 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 18 SECONDS EAST 15.32 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 36 SECONDS EAST 63.84 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 08 SECONDS WEST 96.44 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 53 SECONDS EAST 16.10 FEET; THENCE NORTH 77 DEGREES 37 MINUTES 25 SECONDS EAST 16.15 FEET; THENCE SOUTH 79 DEGREES 47 MINUTES 59 SECONDS EAST 39.09 FEET; THENCE NORTH 57 DEGREES 32 MINUTES 18 SECONDS EAST 25.08 FEET; THENCE NORTH 14 DEGREES 36 MINUTES 06 SECONDS EAST 38.15 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 07 SECONDS WEST 30.06 FEET; THENCE SOUTH 85 DEGREES 05 MINUTES 22 SECONDS EAST 98.40 FEET TO THE POINT OF BEGINNING.

VISTA COVE

O.R. 1311 PG 0457

DESCRIPTION:

PHASE 21

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.58 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREE 33 MINUTES 46 SECONDS EAST 102.47 FEET; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 15 DEGREES 01 MINUTE 29 SECONDS EAST 18.25 FEET; SOUTH 15 DEGREES 46 MINUTES 18 SECONDS WEST 20.15 FEET; SOUTH 27 DEGREES 08 MINUTES 29 SECONDS EAST 25.82 FEET; SOUTH 24 DEGREES 21 MINUTES 42 SECONDS EAST 43.83 FEET; NORTH 83 DEGREES 22 MINUTES 32 SECONDS EAST 41.29 FEET; SOUTH 41 DEGREE 01 MINUTE 07 SECONDS EAST 29.07 FEET; SOUTH 44 DEGREES 12 MINUTES 38 SECONDS EAST 33.21 FEET; THENCE, LEAVING EDGE OF WETLAND, SOUTH 59 DEGREES 23 MINUTES 53 SECONDS WEST 137.89 FEET; THENCE SOUTH 64 DEGREES 17 MINUTES 36 SECONDS WEST 30.32 FEET; THENCE SOUTH 71 DEGREES 19 MINUTES 50 SECONDS WEST 38.80 FEET; THENCE NORTH 04 DEGREES 14 MINUTES 16 SECONDS WEST 20.99 FEET; THENCE NORTH 29 DEGREES 48 MINUTES 24 SECONDS WEST 83.86 FEET; THENCE NORTH 36 DEGREES 30 MINUTES 19 SECONDS EAST 19.03 FEET; THENCE NORTH 13 DEGREES 38 MINUTES 29 SECONDS EAST 86.52 FEET; THENCE NORTH 01 DEGREE 20 MINUTES 11 SECONDS WEST 141.07 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF NORTH 86 DEGREES 36 MINUTES 41 SECONDS EAST AND CHORD DISTANCE OF 73.61 FEET) TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0458

PHASE 22

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET); THENCE SOUTH 01 DEGREE 20 MINUTES 11 SECONDS EAST 141.07 FEET; THENCE SOUTH 13 DEGREES 38 MINUTES 29 SECONDS WEST 86.52 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 19 SECONDS WEST 19.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 48 MINUTES 24 SECONDS EAST 83.86 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 16 SECONDS EAST 20.99 FEET; THENCE SOUTH 71 DEGREES 19 MINUTES 50 SECONDS WEST 211.25 FEET; THENCE SOUTH 82 DEGREES 52 MINUTES 39 SECONDS WEST 48.15 FEET; THENCE NORTH 12 DEGREES 50 MINUTES 48 SECONDS WEST 21.79 FEET; THENCE NORTH 22 DEGREES 55 MINUTES 51 SECONDS WEST 73.81 FEET; THENCE NORTH 22 DEGREES 55 MINUTES 51 SECONDS WEST 53.68 FEET; THENCE NORTH 64 DEGREES 59 MINUTES 06 SECONDS EAST 81.07 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 24 SECONDS EAST 185.81 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0459

PHASE 23

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 660.00 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF GEORGE STREET, 521.20 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 73.49 FEET; THENCE NORTH 43 DEGREES 46 MINUTES 26 SECOND WEST 159.22 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 02 SECONDS EAST 148.31 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 43 DEGREES 39 MINUTES 58 SECONDS WEST 27.11 FEET;
THENCE NORTH 38 DEGREES 24 MINUTES 48 SECONDS WEST 34.96 FEET;
THENCE NORTH 17 DEGREES 41 MINUTES 48 SECONDS WEST 163.11 FEET;
THENCE SOUTH 22 DEGREES 55 MINUTES 51 SECONDS EAST 73.81 FEET;
THENCE SOUTH 12 DEGREES 50 MINUTES 48 SECONDS EAST 21.79 FEET;
THENCE NORTH 82 DEGREES 52 MINUTES 39 SECONDS EAST 48.15 FEET;
THENCE NORTH 71 DEGREES 19 MINUTES 50 SECONDS EAST 78.16 FEET;
THENCE SOUTH 04 DEGREES 32 MINUTES 51 SECONDS EAST 187.37 FEET;
THENCE NORTH 86 DEGREES 06 MINUTES 54 SECONDS WEST 105.53 FEET;
THENCE NORTH 53 DEGREES 46 MINUTES 49 SECONDS WEST 32.68 FEET;
THENCE NORTH 44 DEGREES 51 MINUTES 18 SECONDS WEST 44.71 FEET;
THENCE SOUTH 46 DEGREES 20 MINUTES 02 SECONDS WEST 22.57 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0460

PHASE 24

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 660.00 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF GEORGE STREET, 521.20 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 73.49 FEET;
THENCE NORTH 43 DEGREES 46 MINUTES 26 SECONDS WEST 159.22 FEET;
THENCE NORTH 46 DEGREES 20 MINUTES 02 SECONDS EAST 170.88 FEET;
THENCE SOUTH 44 DEGREES 51 MINUTES 18 SECONDS EAST 44.71 FEET;
THENCE SOUTH 53 DEGREES 46 MINUTES 49 SECONDS EAST 32.68 FEET;
THENCE SOUTH 86 DEGREES 06 MINUTES 54 SECONDS EAST 105.53 FEET;
THENCE SOUTH 13 DEGREES 43 MINUTES 20 SECONDS EAST 145.10 FEET;
THENCE SOUTH 47 DEGREES 40 MINUTES 52 SECONDS EAST 29.64 FEET;
THENCE SOUTH 46 DEGREES 54 MINUTES 22 SECONDS EAST 18.01 FEET;
THENCE SOUTH 08 DEGREES 15 MINUTES 00 SECONDS WEST 37.21 FEET;
THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 231.91 FEET TO THE POINT OF BEGINNING.

VISTA COVE

O.R. 1311 PG 0461

DESCRIPTION:

PHASE 25

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 660.00 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF GEORGE STREET, 300.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 93.96 FEET; THENCE NORTH 14 DEGREES 09 MINUTES 15 SECONDS WEST 42.28 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 54 SECONDS EAST 18.67 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 23.51 FEET; THENCE NORTH 75 DEGREES 50 MINUTES 13 SECONDS EAST 104.50 FEET; THENCE NORTH 43 DEGREES 49 MINUTES 01 SECONDS WEST 22.13 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 02 SECONDS EAST 29.34 FEET; THENCE SOUTH 43 DEGREES 46 MINUTES 26 SECONDS EAST 109.22 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST 73.49 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 221.09 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0452

PHASE 26

A PARCEL OF LAND IN GOVERNMENT LOTS 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 496.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79 DEGREES 52 MINUTES 13 SECONDS EAST 181.27 FEET; THENCE SOUTH 77 DEGREES 27 MINUTES 22 SECONDS EAST 88.06 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 54 SECONDS EAST 33.44 FEET; THENCE SOUTH 14 DEGREES 09 MINUTES 15 SECONDS EAST 42.28 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST 93.96 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE NORTH LINE OF GEORGE STREET, 300.11 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 163.66 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0463

PHASE 27

A PARCEL OF LAND IN GOVERNMENT LOTS 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 336.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST 116.27 FEET; THENCE NORTH 84 DEGREES 28 MINUTES 12 SECONDS EAST 55.19 FEET; THENCE SOUTH 23 DEGREES 17 MINUTES 46 SECOND EAST 141.19 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 26 SECONDS WEST 29.71 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 13 SECONDS WEST 181.27 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.33 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0464

PHASE 28

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 124.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 59 MINUTES 54 SECONDS EAST 193.83 FEET; THENCE SOUTH 57 DEGREES 25 MINUTES 01 SECOND EAST 40.15 FEET; THENCE SOUTH 09 DEGREES 16 MINUTES 16 SECONDS WEST 134.24 FEET; THENCE SOUTH 84 DEGREES 28 MINUTES 12 SECONDS WEST 55.19 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST 116.27 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 211.19 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0465

PHASE 29

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 85.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST 31.64 FEET; THENCE ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD BEARING OF NORTH 74 DEGREES 19 MINUTES 56 SECONDS EAST AND CHORD DISTANCE OF 105.05 FEET); THENCE NORTH 61 DEGREES 07 MINUTES 52 SECONDS EAST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD BEARING OF NORTH 53 DEGREES 03 MINUTES 42 SECONDS AND CHORD DISTANCE OF 92.65 FEET); THENCE NORTH 44 DEGREES 59 MINUTES 37 SECOND EAST 67.47 FEET; THENCE NORTH 51 DEGREES 33 MINUTES 28 SECONDS EAST 33.47 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 09 SECONDS WEST 25.00 FEET; THENCE SOUTH 13 DEGREES 10 MINUTES 51 SECONDS EAST 39.00 FEET; THENCE SOUTH 63 DEGREES 10 MINUTES 51 SECONDS EAST 21.00 FEET; THENCE SOUTH 18 DEGREES 25 MINUTES 51 SECONDS EAST 40.50 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 09 SECONDS WEST 30.00 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 57 SECONDS WEST 37.52 FEET; THENCE SOUTH 01 DEGREE 54 MINUTES 58 SECONDS EAST 25.93 FEET; THENCE SOUTH 26 DEGREES 09 MINUTES 57 SECONDS WEST 29.98 FEET; THENCE SOUTH 40 DEGREES 31 MINUTES 18 SECONDS WEST 27.85 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 20 SECONDS EAST 34.33 FEET; THENCE SOUTH 68 DEGREES 54 MINUTES 38 SECONDS WEST 96.40 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 16 SECONDS EAST 20.59 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 01 SECOND WEST 40.15 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 54 SECONDS WEST 193.83 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 39.59 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0466

PHASE 20

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 336.01 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST 116.27 FEET; THENCE NORTH 84 DEGREES 28 MINUTES 12 SECONDS EAST 55.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 16 MINUTES 16 SECOND EAST 113.65 FEET; THENCE NORTH 68 DEGREES 54 MINUTES 38 SECONDS EAST 96.40 FEET; THENCE SOUTH 43 DEGREES 10 MINUTES 55 SECONDS EAST 37.75 FEET; THENCE SOUTH 16 DEGREES 28 MINUTES 28 SECONDS EAST 34.64 FEET; THENCE SOUTH 32 DEGREES 50 MINUTES 25 SECONDS WEST 31.14 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 17 SECONDS EAST 45.30 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 02 SECONDS EAST 30.50 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES 11 SECONDS EAST 93.75 FEET; THENCE SOUTH 46 DEGREES 29 MINUTES 24 SECONDS WEST 44.53 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST 44.36 FEET; THENCE SOUTH 76 DEGREES 43 MINUTES 54 SECONDS WEST 52.11 FEET; THENCE NORTH 77 DEGREES 27 MINUTES 22 SECONDS WEST 88.06 FEET; THENCE NORTH 45 DEGREES 51 MINUTES 26 SECONDS EAST 29.71 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 46 SECONDS WEST 141.19 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0457

PHASE 31

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 660.00 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF GEORGE STREET, 300.11 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 93.96 FEET; THENCE NORTH 14 DEGREES 09 MINUTES 15 SECOND WEST 42.28 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 54 SECONDS EAST 18.67 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 23.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 20.85 FEET; THENCE NORTH 46 DEGREES 29 MINUTES 24 SECONDS EAST 44.53 FEET; THENCE NORTH 18 DEGREES 33 MINUTES 11 SECONDS WEST 93.75 FEET; THENCE NORTH 34 DEGREES 35 MINUTES 58 SECONDS EAST 37.00 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 58 SECONDS EAST 51.22 FEET; THENCE NORTH 01 DEGREE 30 MINUTES 44 SECONDS EAST 68.89 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 44 SECONDS EAST 31.00 FEET; THENCE NORTH 17 DEGREES 29 MINUTES 16 SECONDS WEST 23.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 44 SECONDS EAST 50.50 FEET; THENCE NORTH 74 DEGREES 41 MINUTES 05 SECONDS EAST 33.96 FEET; THENCE NORTH 47 DEGREES 06 MINUTES 45 SECONDS EAST 15.22 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 10 SECONDS EAST 59.44 FEET; THENCE SOUTH 17 DEGREES 41 MINUTES 48 SECONDS WEST 122.44 FEET; THENCE SOUTH 38 DEGREES 24 MINUTES 48 SECONDS EAST 34.96 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 58 SECONDS EAST 27.11 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 02 SECONDS WEST 177.65 FEET; THENCE SOUTH 43 DEGREES 49 MINUTES 01 SECOND EAST 22.13 FEET; THENCE SOUTH 75 DEGREES 50 MINUTES 13 SECONDS WEST 104.50 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

PHASE 32

O.R. 1311 PG 0468

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET); THENCE SOUTH 01 DEGREE 20 MINUTES 11 SECONDS EAST 141.07 FEET; THENCE SOUTH 13 DEGREES 38 MINUTES 29 SECONDS WEST 86.52 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 19 SECONDS WEST 19.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 48 MINUTES 24 SECONDS EAST 83.86 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 16 SECONDS EAST 20.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 19 MINUTES 50 SECONDS EAST 38.80 FEET; THENCE MEANDERING SOUTHEASTERLY, SOUTHERLY AND NORTHWESTERLY ON THE FOLLOWING COURSES: SOUTH 04 DEGREES 15 MINUTES 40 SECONDS EAST 30.65 FEET; SOUTH 41 DEGREES 18 MINUTES 00 SECONDS EAST 21.91 FEET; SOUTH 15 DEGREES 13 MINUTES 32 SECONDS EAST 21.40 FEET; SOUTH 62 DEGREES 29 MINUTES 12 SECONDS EAST 30.09 FEET; SOUTH 20 DEGREES 05 MINUTES 50 SECONDS EAST 28.56 FEET; SOUTH 03 DEGREES 18 MINUTES 29 SECONDS EAST 41.92 FEET; SOUTH 67 DEGREES 40 MINUTES 48 SECONDS EAST 50.08 FEET; SOUTH 29 DEGREES 53 MINUTES 11 SECONDS EAST 24.14 FEET; SOUTH 85 DEGREES 00 MINUTES 46 SECONDS EAST 40.08 FEET; NORTH 85 DEGREES 18 MINUTES 31 SECONDS EAST 29.15 FEET; NORTH 74 DEGREES 33 MINUTES 20 SECONDS EAST 34.15 FEET; SOUTH 00 DEGREES 20 MINUTES 15 SECONDS WEST 28.25 FEET; SOUTH 35 DEGREES 37 MINUTES 24 SECONDS WEST 12.34 FEET; SOUTH 00 DEGREES 45 MINUTES 07 SECONDS WEST 46.22 FEET; SOUTH 09 DEGREES 18 MINUTES 46 SECONDS EAST 25.84 FEET; SOUTH 38 DEGREES 09 MINUTES 13 SECONDS WEST 35.46 FEET; SOUTH 21 DEGREES 20 MINUTES 58 SECONDS WEST 33.53 FEET; NORTH 71 DEGREES 39 MINUTES 06 SECONDS WEST 28.35 FEET; NORTH 62 DEGREES 09 MINUTES 20 SECONDS WEST 70.32 FEET; NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST 56.74 FEET; NORTH 78 DEGREES 31 MINUTES 06 SECONDS WEST 48.32 FEET; NORTH 51 DEGREES 48 MINUTES 39 SECONDS WEST 17.18 FEET; NORTH 33 DEGREES 04 MINUTES 13 SECONDS WEST 37.72 FEET; NORTH 15 DEGREES 53 MINUTES 38 SECONDS WEST 57.07 FEET; NORTH 09 DEGREES 18 MINUTES 08 SECONDS WEST 46.88 FEET; NORTH 23 DEGREES 21 MINUTES 05 SECONDS WEST 39.41 FEET; NORTH 20 DEGREES 39 MINUTES 40 SECONDS WEST 20.02 FEET; NORTH 16 DEGREES 01 MINUTE 59 SECONDS WEST 28.77 FEET; NORTH 26 DEGREES 13 MINUTES 26 SECONDS EAST 28.37 FEET; NORTH 62 DEGREES 22 MINUTES 06 SECONDS EAST 28.43 FEET; NORTH 70 DEGREES 19 MINUTES 27 SECONDS EAST 22.14 FEET TO THE POINT OF BEGINNING.

Jones & Pellicer, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

Loren N. Jones, P.E./L.S.
Xavier L. Pellicer III, F.E.

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St. Augustine, Florida 32084
(904) 824-6115

VISTA COVE

O.R. 1311 PG 0459

DESCRIPTION:

PHASE 33

REVISED 12/29/97

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON THE NORTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 88 DEGREES 49 MINUTES 34 SECONDS EAST 22.82 FEET; NORTH 67 DEGREES 35 MINUTES 50 SECONDS EAST 18.96 FEET; NORTH 28 DEGREES 10 MINUTES 38 SECONDS EAST 16.36 FEET; NORTH 60 DEGREES 45 MINUTES 14 SECONDS EAST 39.75 FEET; NORTH 62 DEGREES 08 MINUTES 49 SECONDS EAST 63.76 FEET; NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST 64.91 FEET; SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST 35.38 FEET; SOUTH 38 DEGREES 49 MINUTES 19 SECONDS EAST 64.81 FEET; SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST 19.76 FEET; NORTH 85 DEGREES 06 MINUTES 30 SECONDS EAST 16.62 FEET; THENCE, CROSSING THE WETLAND, SOUTH 34 DEGREES 50 MINUTES 25 SECONDS WEST 62.41 FEET TO THE WEST EDGE OF A WETLAND; THENCE SOUTHERLY ON SAID WEST EDGE, SOUTH 00 DEGREES 36 MINUTES 57 SECONDS WEST 53.24 FEET; SOUTH 01 DEGREE 16 MINUTES 01 SECOND WEST 60.03 FEET; SOUTH 03 DEGREES 45 MINUTES 51 SECONDS WEST 13.28 FEET; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 89 DEGREES 57 MINUTES 51 SECONDS WEST 86.37 FEET; THENCE MEANDERING WESTERLY AND NORTHERLY ON THE SOUTHERLY AND WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 65 DEGREES 41 MINUTES 52 SECONDS WEST 46.38 FEET; SOUTH 44 DEGREES 41 MINUTES 43 SECONDS WEST 20.28 FEET; SOUTH 68 DEGREES 04 MINUTES 23 SECONDS WEST 29.72 FEET; SOUTH 66 DEGREES 08 MINUTES 35 SECONDS WEST 23.72 FEET; NORTH 40 DEGREES 10 MINUTES 32 SECONDS WEST 11.72 FEET; NORTH 40 DEGREES 10 MINUTES 32 SECONDS WEST 21.85 FEET; NORTH 50 DEGREES 28 MINUTES 53 SECONDS WEST 39.50 FEET; NORTH 43 DEGREES 08 MINUTES 48 SECONDS WEST 40.65 FEET; NORTH 16 DEGREES 29 MINUTES 30 SECONDS WEST 24.86 FEET; NORTH 09 DEGREES 53 MINUTES 08 SECONDS WEST 32.97 FEET; NORTH 04 DEGREES 00 MINUTES 32 SECONDS EAST 37.56 FEET; NORTH 03 DEGREES 01 MINUTE 20 SECONDS WEST 20.41 FEET; NORTH 15 DEGREES 03 MINUTES 53 SECONDS WEST 26.97 FEET; NORTH 47 DEGREES 21 MINUTES 47 SECONDS EAST 28.49 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0470

PHASE 3#

LOTS 217 THROUGH 228, BLOCK 67-K, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, FLORIDA.

VISTA COVE

PHASE 35

DESCRIPTION:

O.R. 1311 PG 0471

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST. JOHNS AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN OLD CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 9, SECTION 12; THENCE SOUTH 87 DEGREES 32 MINUTES WEST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 141.83 FEET TO THE POINT OF BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET); THENCE NORTH 9 DEGREES 15 MINUTES WEST, ON SAID EASTERLY LINE OF MASTERS DRIVE (SAVAGE STREET), 311.54 FEET; THENCE CONTINUING ON SAID EASTERLY LINE OF MASTERS DRIVE (SAVAGE STREET) NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST 150.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF LAND CONVEYED TO EUGENE I. HOWARD BY DEED RECORDED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 300.00 FEET; THENCE NORTH 9 DEGREES 45 MINUTES WEST 150.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON SAID SOUTH LINE OF LAND CONVEYED TO EUGENE I. HOWARD, 690.00 FEET; THENCE NORTH 9 DEGREES 45 MINUTES WEST, ON THE EAST LINE OF SAID LAND CONVEYED TO EUGENE I. HOWARD AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 8, SECTION 12 AND THE EASTERLY EXTENSION OF THAT LINE 1,003.00 FEET TO THE MEANDER LINE ON THE EASTERLY SIDE OF SAID GOVERNMENT LOT 4, SECTION 7; THENCE SOUTH 36 DEGREES 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 21.00 FEET; THENCE MEANDER EASTERLY, SOUTHERLY AND WESTERLY ON THE MEAN HIGH WATER LINE ON THE WEST SIDE OF THE SAN SEBASTIAN RIVER 685 FEET MORE OR LESS TO SAID MEANDER LINE ON THE EAST SIDE OF GOVERNMENT LOT 4; THENCE SOUTH 22 DEGREES 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 367 FEET MORE OR LESS; THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, ON SAID MEANDER LINE, 594.00 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 264 FEET; THENCE SOUTH 76 DEGREES 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 10 FEET MORE OR LESS TO THE WESTERLY BANK OF THE SAN SEBASTIAN RIVER; THENCE MEANDERING SOUTHERLY AND EASTERLY ON SAID RIVER BANK, 410 FEET MORE OR LESS TO THE MOUTH OF A CREEK; THENCE MEANDERING SOUTHERLY AND SOUTHWESTERLY ON THE CENTER OF SAID CREEK 355 FEET MORE OR LESS; THENCE SOUTH 80 DEGREES 45 MINUTES WEST, ON THE NORTH RIGHT OF WAY LINE OF THEODORE STREET, 590 FEET MORE OR LESS; THENCE NORTH 9 DEGREES 15 MINUTES WEST, ON SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN STREET, 630.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEORGE STREET; THENCE CONTINUING NORTH 9 DEGREES 15 MINUTES WEST, ACROSS GEORGE STREET, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 45 MINUTES WEST, ON SAID NORTHERLY RIGHT OF WAY LINE OF GEORGE STREET, 990.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PALMER STREET; THENCE NORTH 9 DEGREES 15 MINUTES WEST, ON SAID EASTERLY RIGHT OF WAY LINE OF PALMER STREET, 105.00 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES WEST, ACROSS PALMER STREET, 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PALMER STREET; THENCE CONTINUING SOUTH 80 DEGREES 45 MINUTES WEST 300.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET); THENCE NORTH 9 DEGREES 15 MINUTES WEST, ON SAID EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET), 245.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

LOT 9-J AS SHOWN ON MAP OF NEW AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, SAID MAP BEING DATED JUNE 1918, AND ON FILE IN THE PUBLIC RECORDS OF SAID COUNTY, BEING BOUNDED ON THE WEST BY MASTERS DRIVE, ON THE EAST BY THE NORTHERLY EXTENSION OF THE WEST LINE OF PALMER STREET, AND ON THE NORTH BY THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, EXCEPT THE SOUTH 100 FEET OF THE NORTH 140 FEET OF SAID LOT.

EXCEPTING THEREFROM ALL RIGHTS OF THE PUBLIC TO PALMER STREET, NESMITH STREET, FLORIDA STREET, SEBASTIAN STREET, SAN JOSE STREET, SANTA BARBARA STREET, GEORGE STREET AND ALICE STREET INCLUDED WITHIN THE BOUNDARY OF THE ABOVE DESCRIBED PARCEL OF LAND.

VISTA COVE

PHASE 35 CONTINUED

O.R. 1311 PG 0472

PAGE 2

AND ALSO LOTS 217 THROUGH 228, BLOCK 67-K, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO ALL BLOCKS 38, 62 AND 65, RAVENSWOOD ADDITION TO NEW AUGUSTINE, ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO LOTS 241, 244, 250 AND 252, BLOCK 66-L, RAVENSWOOD ADDITION TO NEW AUGUSTINE, ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO STREETS OR PORTIONS THEREOF LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

1. SANTA BARBARA STREET FROM THE SOUTH RIGHT OF WAY LINE OF ALICE STREET TO THE NORTH RIGHT OF WAY LINE OF THEODORE STREET, EXCEPTING THE RIGHT OF WAY OF THEODORE STREET.
2. SAN JOSE STREET TO THE NORTH RIGHT OF WAY LINE OF THEODORE STREET.
3. SEBASTIAN (O'STEEN) STREET FROM THE SOUTH RIGHT OF WAY LINE OF ALICE STREET TO THE NORTH RIGHT OF WAY LINE OF THEODORE STREET AND THE WEST HALF OF SEBASTIAN (O'STEEN) STREET FROM THE SOUTH RIGHT OF WAY LINE OF THEODORE STREET TO THE NORTH RIGHT OF WAY LINE OF JOSIAH STREET.
4. FLORIDA STREET FROM THE SOUTH RIGHT OF WAY LINE OF ALICE STREET TO THE NORTH RIGHT OF WAY LINE OF GEORGE STREET (RAVENSWOOD).
5. NESMITH STREET FROM THE SOUTH RIGHT OF WAY LINE OF ALICE STREET TO THE NORTH RIGHT OF WAY LINE OF GEORGE STREET (RAVENSWOOD).
6. PALMER STREET FROM THE SOUTH RIGHT OF WAY LINE OF ALICE STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 280, BLOCK 91-N OF SAID RAVENSWOOD ADDITION AND THE EAST HALF OF PALMER STREET FROM THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 280 TO THE NORTH RIGHT OF WAY LINE OF GEORGE STREET (RAVENSWOOD).
7. ALICE STREET FROM THE EAST RIGHT OF WAY LINE OF PALMER STREET TO THE EAST RIGHT OF WAY LINE OF SANTA BARBARA STREET EXTENDED NORTHERLY TO THE NORTH RIGHT OF WAY LINE OF ALICE STREET.
8. GEORGE STREET (RAVENSWOOD) FROM THE WEST RIGHT OF WAY LINE OF SANTA BARBARA STREET TO THE EAST RIGHT OF WAY LINE OF FLORIDA STREET.
9. AVERY STREET FROM THE EAST RIGHT OF WAY LINE OF FLORIDA STREET TO THE WEST RIGHT OF WAY LINE OF SEBASTIAN (O'STEEN) STREET.

SAID STREETS OR PORTIONS THEREOF HAVING BEEN VACATED BY ORDINANCE NO. 89-44, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 830, PAGE 917.

VISTA COVE

PARCEL 35 CONTINUED

PAGE 3

O.R. 1311 PG 0473

SOUTH PART OF LOT 9J

THE SOUTH PART OF LOT 9J IN GOVERNMENT LOTS 8 & 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID LOT 9J BEING SHOWN ON MAP OF NEW AUGUSTINE, DATED JUNE 1918 AND FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID COUNTY, SAID SOUTH PART OF LOT 9J BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE INTERSECTION OF ALICE STREET AND MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUING ON SAID EAST LINE OF DRIVE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST 160.20 FEET TO A POINT WHICH IS 140.00 FEET SOUTHERLY FROM THE SOUTHWEST CORNER OF THAT LAND CONVEYED TO EUGENE I. HOWARD BY DEED RECORDED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PROPERTY CONVEYED TO EUGENE I. HOWARD, 304.83 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF PALMER STREET EXTENDED NORTHERLY, 123.65 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE NORTH LINE OF SAID ALICE STREET, 300.00 FEET TO THE POINT OF BEGINNING.

SOUTH PART OF BLOCK 91-N

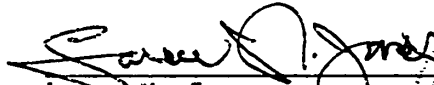
LOTS 277, 278, 279 AND 280, BLOCK 91-N, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA; ALSO, THE WEST HALF OF VACATED PALMER STREET BETWEEN THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 280 AND THE NORTH LINE OF GEORGE STREET.

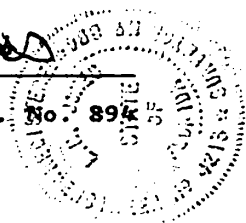
EXCEPTING THEREFROM PHASES 1 THROUGH 34 OF VISTA COVE.

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, Loren N. Jones, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Buildings 12 and 14 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from that material.


 Loren N. Jones
 Florida Surveyor's Reg. No. 894



VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSESPHASE ONE AND PHASE SEVEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 11</u>			
	I		
1100		A-1	1/72
1102		A-2	1/72
1104		B	1/72
1106		B	1/72
1108		A-2	1/72
1110		A-1	1/72
1121		A-1	1/72
1123		A-2	1/72
1125		B	1/72
1127		B	1/72
1129		A-2	1/72
1131		A-1	1/72
<u>BUILDING 12</u>			
	II		
1211		C	1/72
1212		D	1/72
1213		D	1/72
1214		D	1/72
1215		D	1/72
1216		C	1/72
<u>BUILDING 13</u>			
	I		
1300		A-1	1/72
1302		A-2	1/72
1304		B	1/72
1306		B	1/72
1308		A-2	1/72
1310		A-1	1/72
1321		A-1	1/72
1323		A-2	1/72
1325		B	1/72
1327		B	1/72
1329		A-2	1/72
1331		A-1	1/72
<u>BUILDING 14</u>			
	II		
1411		C	1/72
1412		D	1/72
1413		D	1/72
1414		D	1/72
1415		D	1/72
1416		C	1/72
<u>BUILDING 16</u>			
	I		
1600		A-2	1/72
1602		A-2	1/72
1604		B	1/72
1606		B	1/72
1608		A-2	1/72
1610		A-2	1/72
1621		A-2	1/72
1623		A-2	1/72
1625		B	1/72
1627		B	1/72
1629		A-2	1/72
1631		A-2	1/72

EXHIBIT "D"
PAGE 1 OF 2

O.R.1311 FG 0476

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 21</u>			
	I		
2100		A-1	1/72
2102		A-1	1/72
2104		B	1/72
2106		B	1/72
2108		A-1	1/72
2110		A-1	1/72
2121		A-1	1/72
2123		A-1	1/72
2125		B	1/72
2127		B	1/72
2129		A-1	1/72
2131		A-1	1/72
<u>BUILDING 22</u>			
	I		
2200		A-2	1/72
2202		A-2	1/72
2204		B	1/72
2206		B	1/72
2208		A-2	1/72
2210		A-2	1/72
2221		A-2	1/72
2223		A-2	1/72
2225		B	1/72
2227		B	1/72
2229		A-2	1/72
2231		A-2	1/72

EXHIBIT "D"
PAGE 2 OF 2

42000-8.ca\January 7, 1998

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VISTA COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 19, 1998, as shown by the records of this office.

The document number of this corporation is N98000001616.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Nineteenth day of March, 1998



CR2E022 (2-95)

Sandra B. Northam
EXHIBIT "E" Secretary of State

SECRETARY OF STATE
CORPORATIONS
99 MAR 19 PM 3: 19

ARTICLES OF INCORPORATION
OF
VISTA COVE CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be Vista Cove Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Vista Cove, A Condominium, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Vista Cove, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of St. Johns County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

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

(a) 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, nor in conflict with the provisions of the Condominium Act

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

1. The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, including the maintenance and operation of the Surface Water or Stormwater Management System.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

5. To reconstruct improvements after casualty and to make further improvements to the Condominium Property.

6. To make and amend reasonable regulations respecting the use of the property in the Condominium.

7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations adopted by the Association.

8. To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association or the regulations adopted by the Association in accordance with the provisions of the Condominium Act.

9. To contract for the maintenance, management or operation of the Condominium Property.

10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.

11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.

12. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to owners of individual Units.

13. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

14. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.

15. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with applicable St. Johns River Water Management District permit requirements and applicable District rules, and to assist in the enforcement of the provisions of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System.

ARTICLE IV

Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

(d) The owner of each Unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By Laws of the Association.

ARTICLE V

O.R. 1311 PG 0481

Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors' however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By Laws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By Laws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the By Laws.

(c) The initial Board of Directors of the Association, shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Charles A. Waite
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

G. David DeLaughter
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

ARTICLE VI
Officers

The affairs of the Association shall be administered by the officers designated by the By Laws. The officers shall be elected

by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Vice President: Charles A. Waite
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Secretary/
Treasurer: G. David DeLaughter
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

ARTICLE VII

Indemnification and Insurance

Every directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII

O.R. 1311 PG 0483

By Laws

The first By Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) 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.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five percent (75%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than seventy-five percent (75%) of the members of the Association.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for the execution of a deed.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X

G.R.1311 PG 0484

Term

The term of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C.

ARTICLE XI

Subscribers

The name and addresses of the subscribers to these Articles of Incorporation are as follows:

Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Frederick R. Brock
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207


Bert C. Simon
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207

IN WITNESS WHEREOF, the subscribers have hereunto offered their signatures this 10th day of March, 1998.

By: *Drury F. McCarthy*
Drury F. McCarthy

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1998 by Drury F. McCarthy.

 Susan K Seaver
My Commission CC713230
Expires February 3 2002

Susan K Seaver
Notary Public, State of Florida
SUSAN K SEAVEN
Print Name
My Commission Expires:

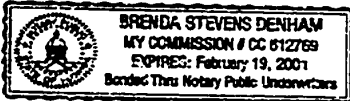
Personally known or produced identification ____.
Type of identification: _____.

Brenda Stevens Denham
Print Name: Brenda Stevens Denham
Nancy E. Mangus
Print Name: Nancy E. Mangus

By: F. Brock
Frederick R. Brock

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th
day of March, 1998 by Frederick R. Brock.



Brenda Stevens Denham
Notary Public, State of Florida
Brenda Stevens Denham
Print Name
My Commission Expires:

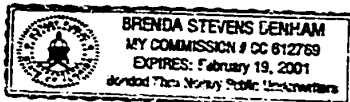
Personally known or produced identification ____.
Type of identification: _____

Brenda Stevens Denham
Print Name: Brenda Stevens Denham
Nancy E. Mangus
Print Name: Nancy E. Mangus

By: Bert C. Simon
Bert C. Simon

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th
day of March, 1998 by Bert C. Simon.



Brenda Stevens Denham
Notary Public, State of Florida
Brenda Stevens Denham
Print Name
My Commission Expires:


Personally known or produced identification ____.
Type of identification: _____

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 19 PM 3:19


IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

VISTA COVE CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE
OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS
PRINCIPAL PLACE OF BUSINESS AT 1000 VISTA COVE ROAD, ST. AUGUSTINE,
FLORIDA 32095, HAS NAMED BERT C. SIMON LOCATED AT 1660 PRUDENTIAL
DRIVE, SUITE 203, JACKSONVILLE, FLORIDA 32207, ITS AGENT TO ACCEPT
SERVICE OF PROCESS WITHIN FLORIDA.



Drury F. McCarthy
Title: President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH
THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND
COMPLETE PERFORMANCE OF MY DUTIES.



Bert C. Simon
Date: 3/10/98

42000.art\August 13, 1996

BY LAWS OF
VISTA COVE, A CONDOMINIUM
A FLORIDA CORPORATION NOT FOR PROFIT

1. Identity. These are the By Laws of Vista Cove Condominium Association, Inc., (the "Association") a not for profit Florida corporation, established in accordance with Chapter 718, Florida Statutes, (the "Condominium Act") for the purpose of administering Vista Cove, A Condominium located at Masters Drive and State Road 16, St. Augustine, Florida 32095 and created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Vista Cove, A Condominium (the "Declaration") when recorded or thereafter amended in the Public Records of St. Johns County, Florida (the "County").

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units.

2.2 Change of Membership. After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. Each Unit Owner shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By Laws. The term "majority" as used in these By Laws and other Condominium instruments in reference to voting by Unit Owners, Association members, and the Board of Directors, means more than fifty percent (50%). Any vote to amend the Declaration of Condominium relating to a change in percentage ownerships in the Common Elements or sharing of the Common Expenses shall be conducted by secret ballot.

2.4 Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By Laws.

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

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association or such other location within the County designated by the Board of Directors on a date and time during the month of October or November as shall be designated by the Board of Directors; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty percent (50%) of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for the meeting

shall be given to all Owners unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the Condominium Property a notice of the meeting at least fourteen (14) continuous days but not more than sixty (60) days in advance of the date of the meeting. The Board of Directors, following notice to the Owners, shall designate a specific location within the Condominium Property for the posting of all required notices of meeting; provided however, if there is no condominium property upon which notices can be posted, the requirement to post notices shall not apply. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at the address last furnished to the Association, or if none, then to the address set forth in the recorded deed conveying the Unit to the current Owner. Proof of such mailing shall be evidenced by an affidavit provided by an officer of the Association. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By Laws. Proxies may be used to establish a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and lawfully adjourned meetings thereof occurring within ninety (90) days after the date of the first meeting for which it was given. Proxies may be revoked at any time prior to the exercise thereof. The Proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof; provided, however, that no one person may be designated to hold the proxies of more than five (5) members. Limited proxies shall be used for any matters for which the Condominium Act permits or requires a vote of Unit Owner, except as otherwise permitted by the Condominium Act. Notwithstanding the last preceding sentence, the Association may, by the affirmative vote of a majority of the votes of the Association adopt different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures, which may provide for elections to be conducted by limited or general proxy.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are

present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers
- (e) Reports of Committees
- (f) Election of Directors
- (g) Unfinished Business
- (h) New Business
- (i) Adjournment

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number. Initially, there shall be three (3) Directors. The number of Directors may be increased or decreased within the above stated limitations by a majority vote of the total voting interest of the Association at a duly called meeting of the Association. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By Laws.

4.2 Election of Directors.

(a) The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless these By-Laws are amended by the affirmative vote of a majority of the total voting interests to provide for different voting and election procedures. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery (including regularly published newsletters) to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration must give written notice of the Association not less than 40 days before a scheduled election. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to

vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 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, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates nor any obligation or duty to confirm the accuracy of the information. To reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. 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 members of the Board of Directors. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of these By-Laws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph: (1) 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; and (2) nominations for elections of directors may be made from the floor at the meeting of Unit Owners and ballots may be used for write-in candidates.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Subject to subparagraph 4.2(d) hereof, any Director may be removed with or without cause by concurrence of a majority of the members of the Association by an agreement in writing or at a special meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner provided for herein for special meetings and stating the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting the board shall either certify the recall, in which case such

member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph 3.

(3) If the board determines not to certify the written agreement to recall a member or members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 fully business days after the meeting file with the Division of Florida Land Sales, Condominium and Mobile Homes a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within 5 full business days of the effective date of the recall.

(4) If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so

recalled shall immediately turn over to the board any and all records and property of the Association.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors. The members of the Board of Directors need not be Unit Owners in the Condominium. Unless the Declarant has elected to transfer control of the Association to the owners at an earlier date, the Declarant shall transfer control of the Association to the Owner's board as provided in the following formula:

(1) When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales have been closed by the Declarant of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

(ii) three (3) months after sales have been closed by the Declarant of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Declarant in the ordinary course of business; or

(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 Declarant in the ordinary course of business;

(v) Seven years after recordation of the Declaration of Condominium.

(3) The Declarant shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in

the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(4) Within seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the board, the Association shall call and give notice of not less than sixty (60) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) At the time that the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Unit Owners shall accept control of the Association. The Declarant shall simultaneously (or as to subparagraph (3), within ninety (90) days thereafter) deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant including but not limited to the following items, if applicable:

(1) The original, a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Declarant or officer or agent of the Declarant as being a true and complete copy of the actual recorded Declaration; a certified copy of the Association's Articles of Incorporation; a copy of the By Laws; minute books and other corporate books and records of the Association, and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Declarant relinquish control of the Association.

(3) The financial records, including financial statements of the association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant, who shall perform the review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related

paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Declarant was charged and paid the proper amounts of assessments.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Declarant to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Declarant or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements; provided however, that if the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provisions of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Declarant took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. It is the Declarant's intent that following transfer of control of the Association to non-Declarant Unit Owners, the Board of Directors shall be elected for staggered terms so that approximately one half of the Directors shall stand for election at each annual meeting. Accordingly, at the first election of members of the Board of Directors at which the Unit Owners other than Declarant elect a majority of the Board of Directors, the candidate elected with the greatest number of votes shall be elected for a two year term and the other candidate elected to the Board shall be elected for a one year term. If more than two persons are elected to the Board in such first election, then the two candidates receiving the most votes shall be elected for a two year term and the remaining elected candidates shall be elected for a one year term. Each member of the Board shall serve until he or she resigns, is removed from office, or his or her successor is duly elected and qualified.

4.4 Meetings of the Board of Directors. Meetings of the Board of Administration at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration, subject to reasonable rules governing the tape recording and videotaping of meetings adopted by the Division of Florida Land Sales and Condominiums. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the Association budget are

subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the Association budget are not subject to the provisions of this paragraph.

(a) The organizational meeting of a newly elected Board of Directors shall be held within twenty (20) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of Two-thirds (2/3) of the Directors.

4.5 Notice of Directors' Meetings.

(a) Notice of regular or special meetings shall be given to each Director, personally or by mail, telephone or facsimile at least forty-eight (48) hours prior to the time of the meeting stating the time, place and agenda items. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(b) Adequate notice of all meetings, which notice 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. However, written notice of any meeting at which non-emergency special assessments, or at which 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 days prior to the meeting. Evidence of compliance with this fourteen day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted,

notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. Notice of any meeting in 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.

4.5 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By Laws.

4.7 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the vote of such Director for the purpose of approval or disapproval of any matter, but not for purposes of determining a quorum.

4.09 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.10 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees. Any such compensation shall not be deemed to be a distribution of income of the Association.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Condominium Act, Declaration of Condominium, and these By Laws.

5.1 Access. To determine, by specific action of the Board of Directors, the amount of all assessments to be assessed against members to defray the costs and expenses of the Condominium and to make and collect such assessments.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To provide for insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend by specification of the Board of Directors reasonable rules and regulations respecting the use of the property in the Condominium as provided in the Declaration.

5.7 Approval. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. By specific action of the Board of Directors, to authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgations of rules and execution of contracts on behalf of the Association. Such contract for the maintenance, management, or operation of the

Condominium Property shall be subject to cancellation at the time and on the conditions as follows:

If the Unit Owners other than the Declarant have assumed control of the Association, or if Unit Owners other than the Declarant own not less than 75% of the Units in the Condominium, the cancellation shall be by concurrence of the Owners of not less than 75% of the Units other than the Units owned by the Declarant. If any such contract is cancelled under this provision and the Unit Owners other than the Declarant have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Declarant.

5.10 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the Condominium Property other than individual Units unless the individual Unit is owned by the Association and the appurtenances thereto, and to assess the same against the Units subject to such liens.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By Laws and any regulations adopted by the Association for the use of the Condominium Property.

(a) Each Unit Owner shall be governed by and comply with the Declaration, the Articles of Incorporation, and the By Laws of the Association, and any rules and regulations adopted thereunder (collectively the "Condominium Documents"). The provisions of the Condominium Documents shall be deemed to have been expressly incorporated into any lease of a Unit.

(b) Failure to comply with any of the terms of the Condominium Documents or amendments thereto shall be grounds for relief which may include, without limitation, an action for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner. The relief provided shall be in addition to that relief otherwise provided herein or by law.

(c) Notwithstanding the foregoing, and in addition thereto, the Board of Directors may impose sanctions upon a Unit Owner or its occupant, or both, for failure of a Unit Owner, occupant, tenant, guests, invitees, contractors or employees, to comply with any of the terms of the Condominium

Documents or amendments thereto, provided the following procedures are adhered to:

(1) Notice: The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,

(iii) A short and plain statement of the matters asserted by the Association.

(2) Hearing: The alleged violation shall be presented to a committee of Unit Owners (the "Committee") after which the party against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not later than twenty-one (21) days after the hearing. If the Committee does not agree with the fine, the fine shall not be levied.

(3) Penalties: For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

(4) Payment of Penalties: Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments as provided in the Declaration of Condominiums.

(5) Collection of Penalties: Fines shall be treated as an assessment subject to the provisions for

the collection of assessments as set forth in Article 7 herein, but shall not become a lien on the Unit.

(6) Application of Penalties: All monies received from penalties shall be allocated as directed by the Board of Directors.

(d) In any proceeding arising because of an alleged violation or by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(e) The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or amendments thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents, or at law, or in equity. However, any fine paid by the offending Unit Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

(g) Disputes arising from the operation of the Condominium among Unit Owners, the Association, or their agents and assigns may be settled by voluntary binding arbitration.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either the "Institutional First Mortgagee" or not, as the case may be. Each

Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional First Mortgagees during normal business hours.

5.16 Limited Power to Convey Common Elements. The limited power to convey a portion of the Common Elements of the Condominium to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings, without the joinder or consent of Unit Owners or their mortgagees.

5.17 Certificate of Compliance. The Board shall have the authority to accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with applicable fire and life safety codes.

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the power and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices

to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.6 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, 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 of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. 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.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not

otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for the Association's maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Capital Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and provide funds for reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted for each account or expense classification as may be required, including if applicable, administration of the Association, management fees, maintenance, rent for commonly used facilities, taxes, insurance, security other expenses, operating capital, reserves and fees payment to the Division of Condominiums.

(b) The budget shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, and such other accounts as may be established by the Board of Directors. The amounts to be reserved for each fiscal year shall be computed by dividing the estimated replacement cost of each item. Replacement reserves may be adjusted to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The Association may elect for a fiscal year to provide no reserves or reserves less adequate than required by this subsection by a majority vote at a duly called meeting of the Association. However, prior to turnover of control of the Association by the Declarant to Unit Owners, the Declarant may vote to waive the reserves for the first two (2) 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 non-Declarant voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is

not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereof shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a 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 Declarant to Unit Owners other than Declarant, the Declarant-controlled Association shall not vote to use reserves for purposes other than as intended, without the approval of a majority of all non-Declarant voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(c) A copy of a proposed annual budget of common expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revisions of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. 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 of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of

Directors in respect of betterments, repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Declarant is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners. Evidence of compliance with this 14 day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before fifteen (15) days preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

7.4 Delinquent Assessments; Interest and Late Fees. Assessments and installments on them which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not less than ten percent (10%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment,

the Board of Directors may accelerate the remaining assessments payable during that fiscal or calendar year upon notice to the Unit Owner, and upon filing a claim of lien for the unpaid balance of such assessments. A copy of the claim of lien shall be included with the notice to the Unit Owner.

7.6 Depository. The depository of the Association will be such bank or banks in the County, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of all members or of the Board of Directors, or as required by law, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8 Annual Report. Within sixty (60) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications. The amounts of expenditures shall be shown by expense classifications including, if applicable, costs for security, professional and management fees, taxes, cost of recreational facilities, utilities and refuse collection, lawn care and landscaping, building maintenance and repair, insurance, administrative and salary expenses and reserves for capital expenditures, deferred maintenance, and any other category of reserves maintained by the Association.

7.9 Fidelity Bonds. Fidelity bonds shall be obtained by the Association for all officers and members of the Association handling, controlling or disbursing the Association funds in accordance with the requirements of the Condominium Act. To the extent any of the duties have been delegated to any management company contracting with the Association, the Association shall require the employees of such company performing these duties to likewise be bonded. The amount of such bonds shall be determined by the Directors but shall not be less than a reasonable estimate of the sum of three months' aggregate assessments on all Units managed by the Association or said management company plus reserve

funds. The premiums on such bonds shall be paid by the Association.

9. Miscellaneous.

8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By Laws, or the Condominium Act.

8.2 Amendment. The By Laws may be amended by the approval of Unit Owners holding not less than two-thirds of the total voting interests in the Association in the manner required by the Condominium Act. No amendment of these By Laws shall be valid until set forth in or annexed to an amendment of the Declaration of Condominium that has been executed on behalf of the Association by its President and Secretary and recorded in the Public Records of the County.

8.3 Association Fees. The Association may charge a reasonable uniform fee in connection with the changing of its records to reflect the transfer or lease of a Unit and when certifying the status of assessments, not to exceed \$100 per transfer or certification. In addition, the Association may require a prospective tenant or the Unit Owner to post a security deposit with the Association, in an amount not to exceed one month's rent, to protect against damages to the Common Elements or Association property.

8.4 Arbitration. Prior to the institution of court litigation, the Association and any Unit Owners who are parties to a "dispute" as defined in Florida Statutes §718.1255, shall petition for non-binding arbitration as set forth in said statute.

The foregoing were adopted as the By Laws of Vista Cove, a Condominium, a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on March 10, 1998.


Drury F. McCarthy, Director


Charles A. Waite, Director


G. David DeLaughter, Director

EXHIBIT "G"

DECLARATION OF ACCESS AND UTILITIES EASEMENTS
(VISTA COVE)

This Declaration of Access and Utilities Easements ("Declaration of Easements") is made as of MARCH 26, 1998 by Drunna Properties, Inc. whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

PRELIMINARY STATEMENT

By Declaration of Condominium of Vista Cove, a Condominium (the "Declaration of Condominium") of even date herewith and recorded in the Public Records of St. Johns County, Florida immediately preceding this Declaration of Access and Utilities Easements, Declarant established Vista Cove, a Condominium (the "Condominium") and submitted to the condominium form of ownership that portion of the Property more particularly described on Exhibit "A" to this Declaration of Easements (the "Condominium Property"). Declarant is also the owner of certain lands in St. Johns County, Florida more particularly described on Exhibit "B" attached hereto and identified herein as the "Property". Declarant has reserved the right, but is not obligated, to submit to the condominium form of ownership in accordance with the terms of the Declaration of Condominium all or a part of the remaining portions of the Property, which are more particularly described in Exhibit "B" to the Declaration of Condominium and identified therein the "Future Phases", or to develop the lands comprising the Future Phases other than as a part of the Condominium. Developer desires to provide access and utilities easements over that portion of the Property more particularly described on Exhibit "C" hereto (the "Easement Premises") for the benefit of all portions of the Property. The Easement Premises are the same lands identified in the Declaration of Condominium as the "Future Phase-Roadway".

DECLARATION

Now, therefore, Declarant makes the following declarations:

1. Establishment of Easements.

(a) Ingress and Egress. Declarant hereby establishes a non-exclusive perpetual easement appurtenant to the Property, including the Condominium Property, for pedestrian and vehicular ingress and egress over the roadways, driveways and sidewalks from time to time located on the Easement Premises for the purpose of providing ingress and egress from publicly dedicated rights of way to the Condominium Property and other portions of the Property.

(b) Utilities. Declarant hereby establishes a non-exclusive perpetual easement appurtenant to the Property, including the Condominium Property, for the installation, use, maintenance, repair, and replacement of surface and subsurface lines, pipes and

other equipment and facilities necessary or convenient for providing utility services to the Condominium Property and other portions of the Property. This easement is limited to an area five (5) feet on each side of the centerline of the electric, water, sewer, telephone and other utility lines, pipes and related equipment existing as of the date hereof, or as subsequently installed, together with an easement for ingress and egress to the extent necessary to perform any maintenance, repair or replacement.

2. Parties Benefitted. It is the intent of Declarant that owners of all or a portion of the Property, including owners of residential condominium units constructed in the Condominium, or owners of other dwelling Units constructed within the Property, ("Units") their family members, invitees, guests, lessees, successors and assigns, and the holders of mortgages encumbering their Units, and association of owners designated by the Declaration of Condominium and similar associations designated by other declarations applicable to the Property, as well as postal officials, emergency personnel, governmental and utility authorities and personnel requiring access to the Property or the Units located thereon shall receive the benefit of these easements. All such parties are identified collectively as the "Benefitted Parties". Nothing herein shall be deemed to create any easements or rights in the general public.

3. Use of the Easement Premises. The owners of the Easement Premises shall have the right to use the Easement Premises for any purposes that do not unreasonably interfere with the use and enjoyment of the rights herein granted. Nothing herein shall be construed to prohibit or restrict Declarant from developing the Easement Premises either as a subsequent phase of the Condominium or as a part of another development. Declarant reserves the right to temporarily interrupt any utilities services and to relocate from time to time the easements herein established during any development or construction activities.

4. Maintenance. The Owners of each portion of the property benefitting from the easements herein granted shall be responsible for a pro rata share of the actual costs of maintaining the Easement Premises based on the ratio of the number of residential units within each portion of the Property compared to the total number of residential units within the Property.

5. Modification and Termination. This Declaration may be modified or terminated by Declarant without the joinder of any party prior to the conveyance by Declarant of title to any Units in the Condominium. Thereafter, Declarant also reserves the right to unilaterally amend this Declaration to modify the area subject to the easements herein granted, provided that the modified easement area continues to provide adequate ingress and egress and utility services to the Condominium Property, and for any other purpose that does not materially affect the easements herein granted to the

Benefitted Parties or the manner of sharing maintenance costs as herein provided. Any other amendment need be executed only by Declarant and the Vista Cove Condominium Association, Inc., as the representative of the Condominium Unit Owners, and any other association of owners of other portions of the Property as the representative of such owners.

6. Running of Benefits and Burdens. The provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the Declarant and its successors and assigns owning any portion of the Property.

IN WITNESS WHEREOF, Declarant has caused its duly authorized representative to execute this Declaration of Access and Utilities Easement as of the date first mentioned above.

DRUNNA PROPERTIES, INC.

Brenda Denham
Print Name: Brenda Denham
Bert C. Simon
BERT C. SIMON

By: Drury F. McCarthy
Drury F. McCarthy
Title: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of March, 1998 by Drury F. McCarthy, the PRESIDENT of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation.



Bert C. Simon
Notary Public, State of Florida
BERT C. SIMON
Print Name
My Commission Expires:

Personally known or produced identification _____.
Type of identification: _____.

Jones & Pellicer, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

Loren N. Jones, P.E./L.S.
Xavier L. Pellicer III, P.E.

906 Anastasia Blvd., Suite A
St. Augustine, Florida 32084
(904) 824-6115

VISTA COVE

O.R. 1311 PG 0513

DESCRIPTION:

PHASE 1

REVISED 12/29/97

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOTS 8 AND 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.03 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 16.30 FEET; THENCE NORTH 62 DEGREES 45 MINUTES 11 SECONDS EAST 83.93 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 21 SECONDS EAST 29.65 FEET; THENCE SOUTH 36 DEGREES 20 MINUTES 12 SECONDS EAST 60.93 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 25 SECONDS EAST 31.11 FEET; THENCE SOUTH 35 DEGREES 21 MINUTES 00 SECONDS EAST 116.40 FEET; THENCE SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST, ON THE NORTHWEST EDGE OF WETLAND, 33.35 FEET; THENCE SOUTH 54 DEGREES 29 MINUTE 16 SECONDS WEST, ON SAID EDGE OF WETLAND, 90.89 FEET; THENCE SOUTH 42 DEGREES 52 MINUTES 02 SECONDS WEST, ON SAID EDGE OF WETLAND, 56.34 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 44 SECONDS WEST 114.84 FEET; THENCE NORTH 85 DEGREES 57 MINUTES 28 SECONDS WEST 57.17 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 45 SECONDS EAST 104.03 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 08 SECONDS WEST 46.76 FEET; THENCE NORTH 86 DEGREES 19 MINUTES 09 SECONDS WEST 108.15 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES 17 SECONDS WEST 31.35 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 52 SECONDS WEST 81.50 FEET; THENCE SOUTH 45 DEGREES 23 MINUTES 14 SECONDS WEST 39.01 FEET; THENCE MEANDERING ON THE NORTHEASTERLY AND NORTHERLY EDGES OF A WETLAND THE FOLLOWING COURSES: NORTH 26 DEGREES 53 MINUTES 09 SECONDS WEST 42.88 FEET; NORTH 35 DEGREES 22 MINUTES 19 SECONDS WEST 50.68 FEET; NORTH 41 DEGREES 38 MINUTES 32 SECONDS WEST 44.39 FEET; NORTH 85 DEGREES 01 MINUTE 20 SECONDS WEST 66.99 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 17.05 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 06 SECONDS EAST 164.08 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 105.47 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 06 SECONDS WEST 203.94 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 54 SECONDS EAST 117.44 FEET;

EXHIBIT "A"

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"CONDOMINIUM PROPERTY"

VISTA COVE
DESCRIPTION: PHASE 1
PAGE 2

O.R. 1311 PG 0514

THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 17 DEGREES 53 MINUTES 11 SECONDS WEST 43.80 FEET; SOUTH 32 DEGREES 12 MINUTES 55 SECONDS WEST 31.67 FEET; SOUTH 05 DEGREES 55 MINUTES 53 SECONDS EAST 40.60 FEET; SOUTH 26 DEGREES 00 MINUTES 35 SECONDS WEST 46.88 FEET; SOUTH 15 DEGREES 54 MINUTES 00 SECONDS EAST 36.99 FEET; SOUTH 21 DEGREES 22 MINUTES 38 SECONDS EAST 24.38 FEET; SOUTH 35 DEGREES 48 MINUTES 47 SECONDS EAST 32.51 FEET; SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 36.05 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 94.46 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 31 SECONDS WEST 87.12 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 182.74 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 51.92 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 13.04 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 73.72 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES 30 SECONDS WEST 41.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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VISTA COVE

DESCRIPTION:

O.R. 1311 PG 0513

PHASE 7

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND IN LAND EAST OF THE MEANDER LINE ON THE EASTERLY SIDE OF SAID GOVERNMENT LOT 4, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE CONTINUING NORTH 88 DEGREE 14 MINUTES 14 SECONDS EAST, ON SAID NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 164.23 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 10 DEGREES 48 MINUTES 41 SECONDS EAST 15.10 FEET; SOUTH 75 DEGREES 28 MINUTES 00 SECONDS EAST 23.56 FEET; SOUTH 33 DEGREES 26 MINUTES 50 SECONDS EAST 30.61 FEET; SOUTH 38 DEGREES 19 MINUTES 06 SECONDS EAST 30.13 FEET; SOUTH 09 DEGREES 23 MINUTES 37 SECONDS WEST 32.35 FEET; SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST 46.12 FEET; SOUTH 23 DEGREES 19 MINUTES 36 SECONDS EAST 39.18 FEET; SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 3.36 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING SOUTHERLY, EASTERLY AND SOUTHWESTERLY ON THE EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 30.81 FEET; SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST 46.63 FEET; NORTH 41 DEGREES 38 MINUTES 27 SECONDS EAST 49.02 FEET; NORTH 09 DEGREES 14 MINUTES 09 SECONDS WEST 37.04 FEET; NORTH 52 DEGREES 18 MINUTES 24 SECONDS EAST 15.08 FEET; SOUTH 73 DEGREES 08 MINUTES 52 SECONDS EAST 46.20 FEET; SOUTH 68 DEGREES 58 MINUTES 40 SECONDS EAST 40.09 FEET; NORTH 74 DEGREES 25 MINUTES 29 SECONDS EAST 42.55 FEET; NORTH 68 DEGREES 14 MINUTES 12 SECONDS EAST 45.12 FEET; SOUTH 24 DEGREES 41 MINUTES 00 SECONDS EAST 25.96 FEET; SOUTH 02 DEGREES 56 MINUTES 53 SECONDS EAST 34.45 FEET; SOUTH 07 DEGREES 46 MINUTES 44 SECONDS WEST 33.26 FEET; SOUTH 24 DEGREES 50 MINUTES 58 SECONDS WEST 33.66 FEET; SOUTH 20 DEGREES 24 MINUTES 00 SECONDS WEST 34.11 FEET; SOUTH 27 DEGREES 28 MINUTES 13 SECONDS WEST 27.89 FEET; SOUTH 49 DEGREES 13 MINUTES 56 SECONDS WEST 34.59 FEET; SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST 32.85 FEET; SOUTH 42 DEGREES 53 MINUTES 13 SECONDS WEST 30.08 FEET; SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST 37.46 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 35 DEGREES 21 MINUTES 00 SECONDS WEST 116.40 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES 25 SECONDS WEST 31.11 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 12 SECONDS WEST 60.93 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 21 SECONDS WEST 29.65 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 45 SECONDS WEST 50.79 FEET; THENCE NORTH 06 DEGREES 32 MINUTES 55 SECONDS EAST 27.76 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 00 SECONDS EAST 47.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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PARCEL ONE:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST. JOHNS AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN OLD CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 9, SECTION 12; THENCE SOUTH 87 DEGREES 32 MINUTES WEST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 141.83 FEET TO THE POINT OF BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET); THENCE NORTH 09 DEGREES 15 MINUTES WEST, ON SAID EASTERLY LINE OF MASTERS DRIVE (SAVAGE STREET), 311.54 FEET; THENCE CONTINUING ON SAID EASTERLY LINE OF MASTERS DRIVE (SAVAGE STREET) NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST 160.20 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 30 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF LAND CONVEYED TO EUGENE I. HOWARD BY DEED RECORDED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON SAID SOUTH LINE OF LAND CONVEYED TO EUGENE I. HOWARD, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES WEST, ON THE EAST LINE OF SAID LAND CONVEYED TO EUGENE I. HOWARD AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 8, SECTION 12 AND THE EASTERLY EXTENSION OF THAT LINE 1,003.00 FEET TO THE MEANDER LINE ON THE EASTERLY SIDE OF SAID GOVERNMENT LOT 4, SECTION 7; THENCE SOUTH 36 DEGREES 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 21.00 FEET; THENCE MEANDER EASTERLY, SOUTHERLY AND WESTERLY ON THE MEAN HIGH WATER LINE ON THE WEST SIDE OF THE SAN SEBASTIAN RIVER 685 FEET MORE OR LESS TO SAID MEANDER LINE ON THE EAST SIDE OF GOVERNMENT LOT 4; THENCE SOUTH 22 DEGREES 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 367 FEET MORE OR LESS; THENCE SOUTH 38 DEGREES 14 MINUTES 14 SECONDS WEST, ON SAID MEANDER LINE, 594.00 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 264.00 FEET; THENCE SOUTH 76 DEGREES 25 MINUTES 46 SECONDS EAST, ON SAID MEANDER LINE, 10 FEET MORE OR LESS TO THE WESTERLY BANK OF THE SAN SEBASTIAN RIVER; THENCE MEANDERING SOUTHERLY AND EASTERLY ON SAID RIVER BANK, 410 FEET MORE OR LESS TO THE MOUTH OF A CREEK; THENCE MEANDERING SOUTHERLY ON THE CENTER OF SAID CREEK 355 FEET MORE OR LESS; THENCE SOUTH 80 DEGREES 45 MINUTES WEST, ON THE NORTH RIGHT OF WAY LINE OF THEODORE STREET, 920 FEET MORE OR LESS; THENCE NORTH 09 DEGREES 15 MINUTES WEST, ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA STREET, 530.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GEORGE STREET; THENCE CONTINUING NORTH 09 DEGREES 15 MINUTES WEST, ACROSS GEORGE STREET, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 45 MINUTES WEST, ON SAID NORTHERLY RIGHT OF WAY LINE OF GEORGE STREET, 990.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET); THENCE NORTH 09 DEGREES 15 MINUTES WEST, ON SAID EASTERLY RIGHT OF WAY LINE OF MASTERS DRIVE (SAVAGE STREET), 350.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF ALICE STREET BETWEEN THE EAST LINE OF MASTERS DRIVE AND THE EAST LINE OF PALMER STREET.

"PROPERTY"

PARCEL TWO:

O.R. 1311 PG 0517

AND ALSO LOTS 217 THROUGH 228, BLOCK 67-K, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO ALL BLOCKS 38 AND 62 AND CLOSED PORTION OF AVERY STREET LYING BETWEEN SAID BLOCKS, RAVENSWOOD ADDITION TO NEW AUGUSTINE, ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO LOTS 241, 244, 250 AND 252, BLOCK 66-L, RAVENSWOOD ADDITION TO NEW AUGUSTINE, ACCORDING TO MAP OF NEW AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

The North 195.37 feet of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 28, Township 7 South, Range 30 East, St. Johns County, Florida, lying Westerly of the Westerly right-of-way line of State Road No. A-1-A (formerly State Road No. S-3) and being more particularly described as follows:

From the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 28, run North 00°51'00" East, on the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 28, for a distance of 465.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North: 00°51'00" East, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 28, for a distance of 195.37 feet, more or less, to the Southwest corner of Lot 1, Block "C", EL GRANADA, a subdivision recorded in Map Book 3, page 76, of the public records of St. Johns County, Florida (said Southwest corner of Lot 1, Block "C" being coincident with the Northwest corner of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 28); thence run South 89°11'00" East, along the South line of said EL GRANADA SUBDIVISION, which is recorded in said Map Book 3, page 76 (the South line of said EL GRANADA SUBDIVISION being coincident with the North line of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 28), for a distance of 468.09 feet, more or less, to a point of intersection with the Westerly right-of-way line of aforementioned State Road No. A-1-A; thence run South 12°04'22" East, along the Westerly right-of-way line of said State Road No. A-1-A, for a distance of 200.42 feet to a point; thence run North 89°11'00" West, for a distance of 512.91 feet to the Point of Beginning.

DESCRIPTION:PHASE 19-INGRESS, EGRESS AND UTILITIES EASEMENT

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 22 SECONDS WEST 98.40 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 07 SECONDS EAST 30.06 FEET; THENCE SOUTH 14 DEGREES 36 MINUTES 06 SECONDS WEST 38.15 FEET; THENCE SOUTH 57 DEGREES 32 MINUTES 18 SECONDS WEST 25.08 FEET; THENCE NORTH 79 DEGREES 47 MINUTES 59 SECONDS WEST 39.09 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 25 SECONDS WEST 16.15 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 58 SECONDS WEST 16.10 FEET; THENCE SOUTH 01 DEGREE 05 MINUTES 08 SECONDS EAST 96.44 FEET; THENCE SOUTH 61 DEGREES 58 MINUTES 36 SECONDS WEST 63.84 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 10 SECONDS WEST 15.32 FEET; THENCE NORTH 72 DEGREES 39 MINUTES 07 SECONDS WEST 16.12 FEET; THENCE NORTH 59 DEGREES 04 MINUTES 59 SECONDS WEST 16.83 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 09 SECONDS WEST 27.40 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 23 SECONDS WEST 41.06 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 36 SECONDS WEST 102.90 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 41 SECONDS WEST 32.83 FEET; THENCE SOUTH 57 DEGREES 21 MINUTES 53 SECONDS WEST 147.05 FEET; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS WEST 33.47 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 32 SECONDS WEST 67.47 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD BEARING OF SOUTH 53 DEGREES 03 MINUTES 42 SECONDS WEST AND CHORD DISTANCE OF 92.65 FEET); THENCE SOUTH 61 DEGREES 07 MINUTES 52 SECONDS WEST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWEST AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD BEARING OF SOUTH 74 DEGREES 19 MINUTES 56 SECONDS WEST AND CHORD DISTANCE OF 105.05 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST 31.64 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 85.23 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

"EASEMENT PREMISES"

Recorded in Public Records St. Johns County, FL
Clerk# 98021958 O.R. 1320 Pg 483 12:57PM 05/20/1998
Recording \$13.00 Surchage \$2.00

30482

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock & Simon
1650 Prudential Drive
Suite 203
Jacksonville, FL 32207

FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM
OF VISTA COVE, A CONDOMINIUM

This Amendment to Declaration of Condominium is made as of
May 19, 1998 by Drunna Properties, Inc., a Florida
corporation, whose address is 1725 Masters Drive, Suite 1, St.
Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove,
a Condominium dated March 26, 1998 and recorded in Official Records
Book 1311, page 382 of the Public Records of St. Johns County,
Florida (the "Declaration"), Declarant submitted certain lands
described in the Declaration to the condominium form of ownership
as Vista Cove, a Condominium. At the time of recording of the
Declaration, all of the condominium buildings within the land
submitted to the condominium form of ownership were not
substantially complete.

2. Surveyor's Certificate of Substantial Completion. In
accordance with Section 718.104, Florida Statutes, Declarant hereby
amends the Declaration to include the Surveyor's Certificate(s)
attached hereto for the purpose of evidencing substantial
completion of the additional condominium buildings described in the
Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration
is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to
Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

Charles A. Waite

DRUNNA PROPERTIES, INC.

Print Name: Charles A. Waite

G. David DeLaughter

By:

Drury F. McCarthy

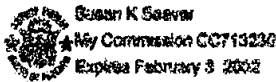
Drury F. McCarthy,

Print Name: G. DAVID DELAUGHTER President

O.R. 1320 FG 0484

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 19th
day of May, 1998, by Drury F. McCarthy, the President of
Drunna Properties, Inc., a Florida corporation, on behalf of the
corporation.



Susan K Seaver
Notary Public, State of Florida at
Large

SUSAN K SEAVER
Print Name

My commission expires:

Personally known or Produced Identification
Type of Identification Provided: _____

42000-dac.1st\May 8, 1998

SURVEYOR'S CERTIFICATE

O.R. 1320 PG 0485

I, Loren N. Jones, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 11 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 11 as depicted in Official Records Book 1311, Page 414 are substantially complete, so that the material contained in the survey and graphic description of the improvements (As-Built locations of buildings in Phases 1 and 7, dated April 9, 1998) together with the provisions of said Declaration of condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from that material.



Loren N. Jones

Florida Surveyor's Reg. No. 894

Date: 5/18/98

07163

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock & Simon
1660 Prudential Drive
Suite 203
Jacksonville, FL 32207

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF VISTA COVE, A CONDOMINIUM

This Second Amendment to Declaration of Condominium is made as of June 4, 1998 by Drunna Properties, Inc., a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove, a Condominium dated March 26, 1998 and recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, and First Amendment to Declaration of Condominium of Vista Cove, A Condominium dated May 20, 1998 and recorded in Official Records Book 1320, page 483 of the Public Records of St. Johns County, Florida, Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium (the "Declaration"). At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, Florida Statutes, Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Susan K. Seaver

Print Name: Susan K. Seaver

Charles A. Waite

Print Name: Charles A. Waite

DECLARANT:

DRUNNA PROPERTIES, INC.

BY: Drury F. McCarthy
Drury F. McCarthy,
President

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 4th day of JUNE, 1998, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation.



Susan K. Seaver
Notary Public, State of Florida at
Large

Susan K. Seaver
Print Name

My commission expires: 2/3/2002

Personally known or Produced Identification
Type of Identification Provided: _____

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brook and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

Public Records of
St. Johns County, FL
Clerk# 98031409
O.R. 1333 PG 1474
11:53AM 07/15/1998
REC \$9.00 SUR \$1.50

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM

This THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of July 14, 1998, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida, Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium (the "Declaration"). At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Charles A. Waite
Print Name: Charles A. Waite

G. David DeLaughter
Print Name: G. DAVID DELAUGHTER

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

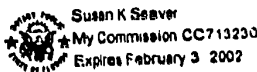
The foregoing instrument was acknowledged before me this 14th day of July, 1998, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].

Susan K Seaver
Notary Public
State of Florida at Large

Print Name: SUSAN K SEAVER

Commission No: CC713230

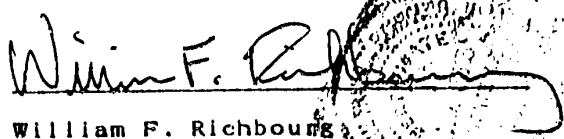
My Commission expires: FEBRUARY 3, 2002



[NOTARIAL SEAL]

SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 21 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 21 as depicted in Official Records Book 1311, Page 414 are substantially complete, so that the material contained in the survey and graphic description of the improvements (As-Built locations of buildings in Phases 1 and 7, dated April 9, 1998) together with the provisions of said Declaration of condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from that material.


William F. Richbourg
Florida Surveyor's Reg. No. 15313

Date: 7/13/98

36134

Public Records of
St. Johns County, FL
Clerk# 98035478
O.R. 1340 PG 60
09:50AM 08/10/1998
REC \$13.00 SUR \$2.00

ampt

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of August 7th, 1998, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474, Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium (the "Declaration"). At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]
Print Name: WALTER KELLY

[Signature]
Print Name: C. DAVID DELANEY

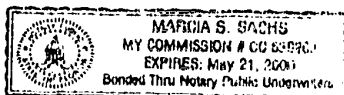
DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: [Signature]
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of August, 1998, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



[Signature]
Notary Public
State of Florida at Large

Print Name: Marcia S. Sachs
Commission No: _____

[NOTARIAL SEAL]

My Commission expires:

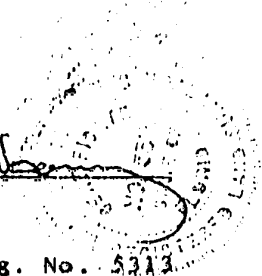
SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 16 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 16 as depicted in Official Records Book 1311, Page 414 are substantially complete, so that the material contained in the survey and graphic description of the improvements (As-Built locations of buildings in Phases 1 and 7, dated April 9, 1998) together with the provisions of said Declaration of condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from that material.

William F. Richbourg

William F. Richbourg

Florida Surveyor's Reg. No. 5213



Date: 8/7/98

7281
012

Public Records of
St. Johns County, FL
Clerk# 98042108
O.R. 1349 PG 1198
02:16PM 09/18/1998
REC \$13.00 SUR \$2.00

PREPARED BY AM RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive Suite 203
Jacksonville, FL 32207

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE A CONDOMINIUM**

This FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of September 1 1998, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. Background . By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records - of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in official Records Book 1333, page 1474; and Fourth Amendment to Declaration of condominium of Vista Cove, a Condominium, dated August 7, 1-998, and recorded in official Records Book 1340, page 60 (the "Declaration") , Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings *within* the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion In accordance with Section 718-104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]

Print Name: DAVID DELAUGHTER

[Signature]

Print Name: SUSAN SEAVEN

STATE OF FLORIDA

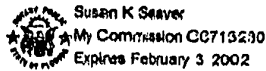
COUNTY OF ST. JOHNS

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida Corporation

By: [Signature]
Drury F. McCarthy, President

The foregoing instrument was acknowledged before me this day of September, 1998, by **DRURY F. MCCARTHY** the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



[Signature]

Notary Public
State of Florida at Large

Print Name: Susan K. SEAVEN

Commission No: CC713230

My Commission expires: 2-3-02

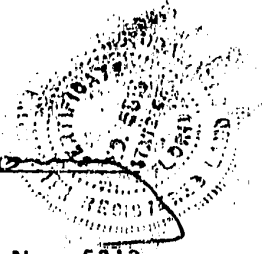
SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 22 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 22 as depicted in Official Records Book 1311, Page 414 are substantially complete, so that the material contained in the survey and graphic description of the improvements (As-Built locations of buildings in Phases 1 and 7, dated April 9, 1998) together with the provisions of said Declaration of condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from that material.

William F. Richbourg

William F. Richbourg

Florida Surveyor's Reg. No. 5313



Date: 9/17/98

Public Records of
 St. Johns County, FL
 Clerk# 99039669
 G.R. 1434 PG 1022
 02:59PM 08/17/1999
 REC \$13.00 SUR \$2.00

I-Independent

PREPARED BY AND RETURN TO:

Bert C. Simon, Esquire
 Gartner, Brock and Simon
 1660 Prudential Drive, Suite 203
 Jacksonville, FL 32207

**SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of August 16, 1999, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

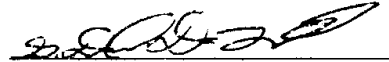
1. Background. By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474; Fourth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 7, 1998, and recorded in Official Records Book 1340, page 60; and Fifth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 1, 1998, and recorded in Official Records Book 1349, page 1198 (the "Declaration"), Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

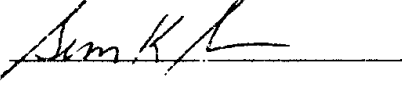
3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:



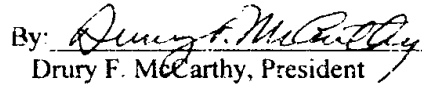
Print Name: G. DAVID DELAUGHTER



Print Name: SUSAN K SEAVEN

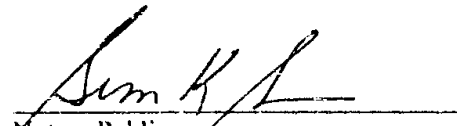
DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: 
Drury F. McCarthy, President

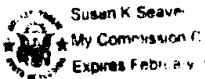
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of August, 1999, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



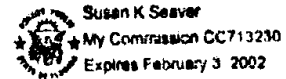
Notary Public
State of Florida at Large

Print Name: SUSAN K SEAVEN
Commission No: CC 713230



[NOTARIAL SEAL]

My Commission expires:

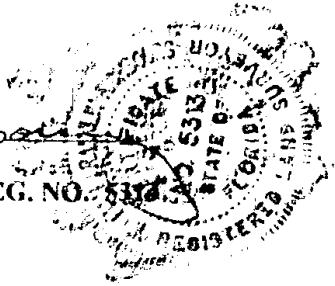


Vista Cove Sixth Amd

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 29 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 29, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5317



Dated: August 16, 1999

7951

Public Records of
St. Johns County, FL
Clerk# 99043733
O.R. 1440 PG 911
11:52AM 09/10/1999
REC \$13.00 SUR \$2.00

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1640 Prudential Drive, Suite 203
Jacksonville, FL 32207

**SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of SEPTEMBER 9, 1999, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. **Background.** By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323; of the public records of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474; Fourth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 7, 1998, and recorded in Official Records Book 1340, page 60; Fifth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 1, 1998, and recorded in Official Records Book 1349, page 1198; and Sixth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 16, 1999, and recorded in Official Records Book 1434, page 1022 (the "Declaration"), Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. **Surveyor's Certificate of Substantial Completion.** In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]

Print Name: G. DAVID DE LAUGHTER

[Signature]

Print Name: SUSAN K. SEEVER

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: [Signature]
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

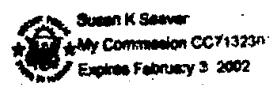
The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER, 1999, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

[Signature]
Notary Public
State of Florida at Large

Print Name: SUSAN K. SEEVER
Commission No: CC 713230

[NOTARIAL SEAL]


My Commission expires:



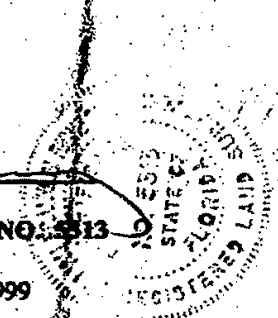
Vista Cove Seventh Amd

SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to the Building 15 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 15, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5913

Dated: SEPT. 7, 1999



Public Records of
St. Johns County, FL
Clerk# 99048019
O.R. 1446 PG 1506
01:02PM 10/08/1999
REC \$13.00 SUR \$2.00

NP ③
930

For

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**EIGHTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of 8th of October, 1999, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. **Background.** By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474; Fourth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 7, 1998, and recorded in Official Records Book 1340, page 60; Fifth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 1, 1998, and recorded in Official Records Book 1349, page 1198; Sixth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 16, 1999, and recorded in Official Records Book 1434, page 1022; and Seventh Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 9, 1999, and recorded in Official Records Book 1440, page 911 (the "Declaration"), Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.


2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:


Print Name: Sean Teehan


Print Name: Natasha Lorette

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

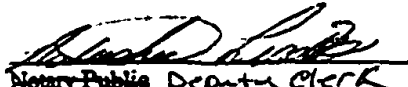
By: 
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8 day of October, 1999, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [X] provided a valid Florida Driver's License as identification [check one].



[NOTARIAL SEAL]


Notary Public Deputy Clerk
State of Florida at Large

Print Name: Natasha Lorette
Commission No: _____

My Commission expires:

Vista Cove/Eighth A and

SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 1800 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 1800, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: OCT. 6, 1999



Public Records of
St. Johns County, FL
Clerk# 99052825
O.R. 1453 PG 1756
12:19PM 11/09/1999
REC \$13.00 SUR \$2.00

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**NINTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of Rev 9, 1999, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474; Fourth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 7, 1998, and recorded in Official Records Book 1340, page 60; Fifth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 1, 1998, and recorded in Official Records Book 1349, page 1198; Sixth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 16, 1999, and recorded in Official Records Book 1434, page 1022; Seventh Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 9, 1999, and recorded in Official Records Book 1440, page 911; and Eighth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated October 8, 1999, and recorded in Official Records Book 1446, page 1506 (the "Declaration"), Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]
Print Name: WALTER KELLY

[Signature]
Print Name: SUSAN K. SEAVE

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: [Signature]
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

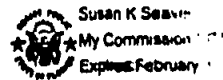
The foregoing instrument was acknowledged before me this 9th day of NOVEMBER, 1999, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

[Signature]
Notary Public
State of Florida at Large

Print Name: Susan K. Seave
Commission No: _____

[NOTARIAL SEAL]


My Commission expires:



Vista Cove Ninth Amd

SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 20 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 20, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: NOVEMBER 9, 1999

8295

Public Records of
St. Johns County, FL
Clerk# 99058465
O.R. 1462 PG 175
03:55PM 12/17/1999
REC \$13.00 SUR \$2.00

PREPARED BY AND RETURN TO:

Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**TENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of December 17th, 1999, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

1. Background. By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida; First Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated May 20, 1998, and recorded in Official Records Book 1320, page 483, of the public records of St. Johns County, Florida; Second Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated June 4, 1998, and recorded in Official Records Book 1324, page 1323, of the public records of St. Johns County, Florida; Third Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated July 14, 1998, and recorded in Official Records Book 1333, page 1474; Fourth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 7, 1998, and recorded in Official Records Book 1340, page 60; Fifth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 1, 1998, and recorded in Official Records Book 1349, page 1198; Sixth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated August 16, 1999, and recorded in Official Records Book 1434, page 1022; Seventh Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated September 9, 1999, and recorded in Official Records Book 1440, page 911; Eighth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated October 8, 1999, and recorded in Official Records Book 1446, page 1506; and Ninth Amendment to Declaration of Condominium of Vista Cove, a Condominium, dated November 9, 1999, and recorded in Official Records Book 1453, page 1756 (the "Declaration"), Declarant submitted certain lands described in the Declaration to the condominium form of ownership as Vista Cove, a Condominium. At the time of recording of the Declaration, all of the condominium buildings within the land submitted to the condominium form of ownership were not substantially complete.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto for the purpose of evidencing substantial completion of the additional condominium building described in the Surveyor's Certificate(s).

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

[Signature]

DRUNNA PROPERTIES, INC.,
a Florida corporation

Print Name: _____

William Gilbert

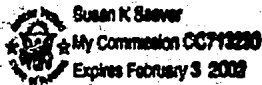
By [Signature]
Drury F. McCarthy, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 1999, by DRURY F. MCCARTHY, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

[Signature]
Notary Public
State of Florida at Large



Print Name: Susan K. SEAVER
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires: 2/3/02

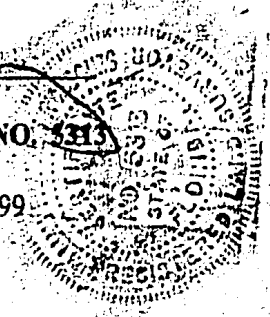
Vista.CovelTenth.Amd

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 28 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 28, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 3413

Dated: 12/14, 1999



Public Records of
St. Johns County, FL
Clerk# 00-055898
O.R. 1553 PG 1455
01:04PM 12/28/2000
REC \$53.00 SUR \$7.00

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Presidential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of JANUARY 27, 2000, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, as amended (the "Declaration"). Declarant submitted certain lands described in Exhibit "A" of the Declaration to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phases described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as Future Phases of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate(s) attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate(s).

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phases described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

G. David DeLaughter

Print Name: G. DAVID DELAUGHTER

Susan K. Seaver

Print Name: SUSAN SEAVER

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27th day of JANUARY, 2000, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].

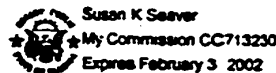
Susan K. Seaver

Notary Public
State of Florida at Large

Print Name: Susan K. Seaver
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires:



LIST OF EXHIBITS

- A - Legal description of Future Phases added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

DESCRIPTION:PHASE 15

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 150.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 5.93 FEET; SOUTH 17 DEGREES 56 MINUTES 18 SECONDS EAST 55.50 FEET; SOUTH 05 DEGREES 42 MINUTES 21 SECONDS WEST 55.19 FEET; SOUTH 26 DEGREES 22 MINUTES 01 SECOND EAST 49.48 FEET; SOUTH 12 DEGREES 13 MINUTES 26 SECONDS EAST 68.39 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 30 DEGREES 51 MINUTES 17 SECONDS EAST 40.69 FEET; THENCE NORTH 76 DEGREES 05 MINUTES 27 SECONDS EAST 105.28 FEET; THENCE NORTH 26 DEGREES 00 MINUTES 26 SECONDS EAST 27.64 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 02 SECONDS WEST 35.48 FEET; THENCE NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 13.16 FEET; THENCE CONTINUING NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 26.15 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 01 SECOND EAST 26.01 FEET; THENCE SOUTH 60 DEGREES 36 MINUTES 29 SECONDS EAST 98.89 FEET; THENCE MEANDERING SOUTHERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 30 DEGREES 42 MINUTES 11 SECONDS EAST 32.85 FEET; SOUTH 19 DEGREES 29 MINUTES 55 SECONDS EAST 63.12 FEET; SOUTH 24 DEGREES 52 MINUTES 41 SECONDS WEST 44.64 FEET; NORTH 78 DEGREES 11 MINUTES 27 SECONDS WEST 29.10 FEET; SOUTH 34 DEGREES 12 MINUTES 41 SECONDS WEST 28.34 FEET; SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST 29.49 FEET; THENCE CONTINUING SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST, ON THE NORTH EDGE OF A WETLAND, 7.32 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 74 DEGREES 21 MINUTES 10 SECONDS WEST 103.85 FEET; THENCE MEANDERING NORTHWESTERLY ON THE NORTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: NORTH 22 DEGREES 16 MINUTES 05 SECONDS WEST 48.93 FEET; NORTH 42 DEGREES 18 MINUTES 25 SECONDS WEST 42.00; SOUTH 68 DEGREES 22 MINUTES 06 SECONDS WEST 39.82 FEET; NORTH 52 DEGREES 05 MINUTES 26 SECONDS WEST 41.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Page 1 of 6

VISTA COVE

0R1553P61459

DESCRIPTION:

PHASE 18

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 83 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE SOUTH 08 DEGREES 07 MINUTES 13 SECONDS EAST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 13.90 FEET; THENCE SOUTH 16 DEGREES 15 MINUTES 34 SECONDS EAST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE SOUTH 57 DEGREES 01 MINUTE 30 SECONDS EAST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE SOUTH 18 MINUTES 07 MINUTES 23 SECONDS EAST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE SOUTH 56 DEGREES 51 MINUTES 51 SECONDS EAST, ON SAID EDGE OF WETLAND, 25.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 06 SECONDS EAST 77.66 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 33 SECONDS EAST 64.27 FEET; THENCE NORTH 80 DEGREES 52 MINUTES 40 SECONDS EAST 96.19 FEET; THENCE SOUTH 58 DEGREES 50 MINUTES 31 SECONDS EAST 120.88 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST, ON THE NORTHWESTERLY EDGE OF A WETLAND, 25.28 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES 36 SECONDS WEST, ON SAID EDGE OF WETLAND, 86.59 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 44.58 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST, ON SAID EDGE OF WETLAND, 39.77 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 49 SECONDS WEST 77.62 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 47 SECONDS WEST 18.37 FEET; THENCE NORTH 69 DEGREES 11 MINUTES 44 SECONDS WEST 87.49 FEET; THENCE NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST, ON THE EASTERLY EDGE OF A WETLAND, 6.06 FEET; THENCE NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST, ON SAID EDGE OF WETLAND, 51.92 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST, ON SAID EDGE OF WETLAND, 36.91 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST, ON SAID EDGE OF WETLAND, 45.98 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST, ON SAID EDGE OF WETLAND, 43.30 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

0R1553PG1460

PHASE 20

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 35 SECONDS, AN ARC DISTANCE OF 68.58 FEET (CHORD BEARING OF SOUTH 70 DEGREES 36 MINUTES 28 SECONDS WEST AND CHORD DISTANCE OF 68.38 FEET); THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 53 SECONDS, AN ARC DISTANCE OF 73.87 FEET (CHORD BEARING OF SOUTH 86 DEGREES 36 MINUTES 41 SECONDS WEST AND CHORD DISTANCE OF 73.61 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 20 MINUTES 11 SECONDS EAST 141.07 FEET; THENCE SOUTH 13 DEGREES 35 MINUTES 29 SECONDS WEST 86.52 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 19 SECONDS WEST 19.03 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 185.81 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 06 SECONDS WEST 81.07 FEET; THENCE NORTH 28 DEGREES 44 MINUTES 08 SECONDS WEST 49.99 FEET; THENCE NORTH 33 DEGREES 48 MINUTES 09 SECONDS WEST 44.39 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 23 SECONDS WEST 41.06 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 36 SECONDS WEST 102.90 FEET; THENCE NORTH 62 DEGREES 06 MINUTES 41 SECONDS EAST 32.83 FEET; THENCE SOUTH 26 DEGREES 22 MINUTES 36 SECONDS EAST 102.90 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 23 SECONDS EAST 41.06 FEET; THENCE SOUTH 33 DEGREES 48 MINUTES 09 SECONDS EAST 27.40 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 59 SECONDS EAST 16.33 FEET; THENCE SOUTH 72 DEGREES 39 MINUTES 07 SECONDS EAST 16.12 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 18 SECONDS EAST 15.32 FEET; THENCE NORTH 61 DEGREES 58 MINUTES 36 SECONDS EAST 63.84 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 08 SECONDS WEST 96.44 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 58 SECONDS EAST 16.10 FEET; THENCE NORTH 77 DEGREES 37 MINUTES 25 SECONDS EAST 16.15 FEET; THENCE SOUTH 79 DEGREES 47 MINUTES 59 SECONDS EAST 39.09 FEET; THENCE NORTH 57 DEGREES 32 MINUTES 18 SECONDS EAST 25.08 FEET; THENCE NORTH 14 DEGREES 36 MINUTES 06 SECONDS EAST 38.15 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 07 SECONDS WEST 30.06 FEET; THENCE SOUTH 85 DEGREES 05 MINUTES 22 SECONDS EAST 98.40 FEET TO THE POINT OF BEGINNING.

VISTA COVE

OR1553PG1461

DESCRIPTION:

PHASE 27

A PARCEL OF LAND IN GOVERNMENT LOTS 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 326.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 45 MINUTES 00 SECONDS EAST 116.27 FEET; THENCE NORTH 84 DEGREES 28 MINUTES 12 SECONDS EAST 55.19 FEET; THENCE SOUTH 23 DEGREES 17 MINUTES 46 SECONDS EAST 141.19 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 26 SECONDS WEST 29.71 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 13 SECONDS WEST 181.27 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.23 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DESCRIPTION:

001553PG1462

PHASE 28

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 124.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 59 MINUTES 54 SECONDS EAST 193.83 FEET; THENCE SOUTH 57 DEGREES 25 MINUTES 01 SECOND EAST 40.15 FEET; THENCE SOUTH 09 DEGREES 16 MINUTES 16 SECONDS WEST 134.24 FEET; THENCE SOUTH 84 DEGREES 28 MINUTES 12 SECONDS WEST 55.19 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 00 SECONDS WEST 116.27 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 211.19 FEET TO THE POINT OF BEGINNING.

VISTA COVE

DR1553P61463

DESCRIPTION:

PHASE 29

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON THE EAST LINE OF MASTERS DRIVE, 55.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST 31.64 FEET; THENCE ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD BEARING OF NORTH 74 DEGREES 19 MINUTES 56 SECONDS EAST AND CHORD DISTANCE OF 105.05 FEET); THENCE NORTH 61 DEGREES 07 MINUTES 52 SECONDS EAST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD BEARING OF NORTH 53 DEGREES 03 MINUTES 42 SECONDS AND CHORD DISTANCE OF 92.65 FEET); THENCE NORTH 44 DEGREES 59 MINUTES 32 SECONDS EAST 67.47 FEET; THENCE NORTH 51 DEGREES 33 MINUTES 28 SECONDS EAST 33.47 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 09 SECONDS WEST 25.00 FEET; THENCE SOUTH 13 DEGREES 10 MINUTES 51 SECONDS EAST 39.00 FEET; THENCE SOUTH 63 DEGREES 10 MINUTES 51 SECONDS EAST 21.00 FEET; THENCE SOUTH 18 DEGREES 25 MINUTES 51 SECONDS EAST 40.50 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 09 SECONDS WEST 30.00 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 57 SECONDS WEST 07.52 FEET; THENCE SOUTH 01 DEGREE 54 MINUTES 58 SECONDS EAST 25.93 FEET; THENCE SOUTH 26 DEGREES 09 MINUTES 57 SECONDS WEST 29.98 FEET; THENCE SOUTH 40 DEGREES 31 MINUTES 18 SECONDS WEST 27.85 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 10 SECONDS EAST 34.33 FEET; THENCE SOUTH 68 DEGREES 54 MINUTES 38 SECONDS WEST 96.40 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 16 SECONDS EAST 20.59 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 01 SECOND WEST 40.15 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 54 SECONDS WEST 193.83 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 39.59 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Buildings 15, 18, 20, 27, 28 and 29 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Buildings 15, 18, 20, 27, 28 and 29, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: December 22, 2000

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	I		
1100		A-1	1/132
1102		A-2	1/132
1104		B	1/132
1106		B	1/132
1108		A-2	1/132
1110		A-1	1/132
1121		A-1	1/132
1123		A-2	1/132
1125		B	1/132
1127		B	1/132
1129		A-2	1/132
1131		A-1	1/132
<u>BUILDING 12</u>	II		
1211		C	1/132
1212		D	1/132
1213		D	1/132
1214		D	1/132
1215		D	1/132
1216		C	1/132
<u>BUILDING 13</u>	I		
1300		A-1	1/132
1302		A-2	1/132
1304		B	1/132
1306		B	1/132
1308		A-2	1/132
1310		A-1	1/132
1321		A-1	1/132
1323		A-2	1/132
1325		B	1/132
1327		B	1/132
1329		A-2	1/132
1331		A-1	1/132
<u>BUILDING 14</u>	II		
1411		C	1/132
1412		D	1/132
1413		D	1/132
1414		D	1/132
1415		D	1/132
1416		C	1/132
<u>BUILDING 16</u>	I		
1600		A-2	1/132
1602		A-2	1/132
1604		B	1/132
1606		B	1/132
1608		A-2	1/132
1610		A-2	1/132
1621		A-2	1/132
1623		A-2	1/132
1625		B	1/132
1627		B	1/132
1629		A-2	1/132
1631		A-2	1/132

EXHIBIT "D"

PAGE 1 OF 3

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/132
2202		A-2	1/132
2204		B	1/132
2206		B	1/132
2208		A-2	1/132
2210		A-2	1/132
2221		A-2	1/132
2223		A-2	1/132
2225		B	1/132
2227		B	1/132
2229		A-2	1/132
2231		A-2	1/132

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/132
2002		A-1	1/132
2004		B-2	1/132
2006		B-2	1/132
2008		A-1	1/132
2010		A-1	1/132
2021		A-2	1/132
2023		A-2	1/132
2025		B-2	1/132
2027		B-2	1/132
2029		A-1	1/132
2031		A-1	1/132

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/132
1802		A-1	1/132
1804		B-2	1/132
1806		B-2	1/132
1808		A-1	1/132
1810		A-1	1/132
1821		A-2	1/132
1823		A-2	1/132
1825		B-2	1/132
1827		B-2	1/132
1829		A-2	1/132
1831		A-2	1/132

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/132
1502		A-1	1/132
1504		B-2	1/132
1506		B-2	1/132
1508		A-1	1/132
1510		A-1	1/132
1521		A-2	1/132
1523		A-2	1/132
1525		B-2	1/132
1527		B-2	1/132
1529		A-2	1/132
1531		A-2	1/132

EXHIBIT "D"

PAGE 2 OF 3

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/132
2102		A-1	1/132
2104		B	1/132
2106		B	1/132
2108		A-1	1/132
2110		A-1	1/132
2121		A-1	1/132
2123		A-1	1/132
2125		B	1/132
2127		B	1/132
2129		A-1	1/132
2131		A-1	1/132

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/132
2802		A-1	1/132
2804		B-1	1/132
2805		B-1	1/132
2808		A-1	1/132
2810		A-1	1/132
2821		A-2	1/132
2823		A-2	1/132
2825		B-2	1/132
2827		B-2	1/132
2829		A-2	1/132
2831		A-2	1/132

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/132
2912		D	1/132
2913		D-1	1/132
2914		D-1	1/132
2915		D	1/132
2916		C	1/132

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/132
2712		D	1/132
2713		D-1	1/132
2714		D-1	1/132
2715		D	1/132
2716		C	1/132

EXHIBIT "D"

PAGE 3 OF 3

Public Records of
St. Johns County, FL
Clerk# 01-002276
O.R. 1559 PG 14
03:15PM 01/17/2001
REC \$33.00 SUR \$4.50

PREPARED BY AND RETURN TO:

**Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207**

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(2600 Building)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of JANUARY 16, 2001, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. **Submission of Real Property to Condominium Ownership.** Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]
Print Name: WALTER KELLY

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

[Signature]
Print Name: G. DRURY MCCARTHY

By: [Signature]
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

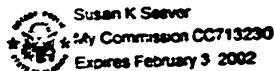
The foregoing instrument was acknowledged before me this 16 day of JANUARY, 2001, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

[Signature]
Notary Public
State of Florida at Large

Print Name: SUSAN SEEVER
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires:



0R1559PG0016

LIST OF EXHIBITS

- A - Legal description of Future Phases added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVEDESCRIPTION:PHASE 17

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN G.L. 4 SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 16 MINUTES 08 SECONDS WEST 74.56 FEET; THENCE MEANDERING NORTHEASTERLY ON THE SOUTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 86 DEGREES 18 MINUTES 08 SECONDS EAST 23.18 FEET; NORTH 65 DEGREES 21 MINUTES 02 SECONDS EAST 15.40 FEET; NORTH 64 DEGREES 32 MINUTES 22 SECONDS EAST 25.42 FEET; NORTH 60 DEGREES 00 MINUTES 42 SECONDS EAST 24.33 FEET; SOUTH 78 DEGREES 59 MINUTES 35 SECONDS EAST 17.12 FEET; NORTH 73 DEGREES 31 MINUTES 30 SECONDS EAST 22.27 FEET; NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST 42.40 FEET; NORTH 34 DEGREES 11 MINUTES 29 SECONDS EAST 40.21 FEET; NORTH 62 DEGREES 46 MINUTES 11 SECONDS EAST 33.89 FEET; NORTH 57 DEGREES 30 MINUTES 59 SECONDS EAST 37.07 FEET; NORTH 70 DEGREES 22 MINUTES 26 SECONDS EAST 30.00 FEET; NORTH 06 DEGREES 07 MINUTES 13 SECONDS WEST 33.64 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 10.42 FEET; THENCE, LEAVING EDGE OF WETLAND, SOUTH 69 DEGREES 11 MINUTES 44 SECONDS EAST 87.49 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 47 SECONDS EAST 18.37 FEET; THENCE SOUTH 57 DEGREES 13 MINUTES 49 SECONDS EAST 77.62 FEET; THENCE MEANDERING SOUTHWESTERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST 9.44 FEET; SOUTH 37 DEGREES 31 MINUTES 48 SECONDS WEST 73.94 FEET; SOUTH 27 DEGREES 32 MINUTES 02 SECONDS WEST 65.30 FEET; SOUTH 26 DEGREES 17 MINUTES 20 SECONDS WEST 79.72 FEET; SOUTH 85 DEGREES 06 MINUTES 30 SECONDS WEST 16.62 FEET; NORTH 60 DEGREES 34 MINUTES 44 SECONDS WEST 19.76 FEET; NORTH 38 DEGREES 49 MINUTES 19 SECONDS WEST 64.81 FEET; NORTH 55 DEGREES 54 MINUTES 47 SECONDS WEST 35.38 FEET; SOUTH 89 DEGREES 52 MINUTES 55 SECONDS WEST 64.91 FEET; SOUTH 62 DEGREES 08 MINUTES 49 SECONDS WEST 63.76 FEET; SOUTH 60 DEGREES 45 MINUTES 14 SECONDS WEST 39.75 FEET; SOUTH 28 DEGREES 10 MINUTES 38 SECONDS WEST 16.36 FEET; SOUTH 67 DEGREES 35 MINUTES 50 SECONDS WEST 18.96 FEET; NORTH 88 DEGREES 49 MINUTES 34 SECONDS WEST 22.82 FEET; THENCE, LEAVING EDGE OF WETLAND, NORTH 28 DEGREES 48 MINUTES 33 SECONDS WEST 11.71 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 26 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 26, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: JANUARY 16, 2001

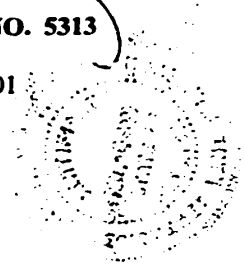


EXHIBIT "C"

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>			
	I		
1100		A-1	1/140
1102		A-2	1/140
1104		B	1/140
1106		B	1/140
1108		A-2	1/140
1110		A-1	1/140
1121		A-1	1/140
1123		A-2	1/140
1125		B	1/140
1127		B	1/140
1129		A-2	1/140
1131		A-1	1/140
<u>BUILDING 12</u>			
	II		
1211		C	1/140
1212		D	1/140
1213		D	1/140
1214		D	1/140
1215		D	1/140
1216		C	1/140
<u>BUILDING 13</u>			
	I		
1300		A-1	1/140
1302		A-2	1/140
1304		B	1/140
1306		B	1/140
1308		A-2	1/140
1310		A-1	1/140
1321		A-1	1/140
1323		A-2	1/140
1325		B	1/140
1327		B	1/140
1329		A-2	1/140
1331		A-1	1/140
<u>BUILDING 14</u>			
	II		
1411		C	1/140
1412		D	1/140
1413		D	1/140
1414		D	1/140
1415		D	1/140
1416		C	1/140
<u>BUILDING 16</u>			
	I		
1600		A-2	1/140
1602		A-2	1/140
1604		B	1/140
1606		B	1/140
1608		A-2	1/140
1610		A-2	1/140
1621		A-2	1/140
1623		A-2	1/140
1625		B	1/140
1627		B	1/140
1629		A-2	1/140
1631		A-2	1/140

EXHIBIT "D"

PAGE 1 OF 3

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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BUILDING 22

	I		
2200		A-2	1/140
2202		A-2	1/140
2204		B	1/140
2206		B	1/140
2208		A-2	1/140
2210		A-2	1/140
2221		A-2	1/140
2223		A-2	1/140
2225		B	1/140
2227		B	1/140
2229		A-2	1/140
2231		A-2	1/140

PHASE TWOBUILDING 20

	I		
2000		A-1	1/140
2002		A-1	1/140
2004		B-2	1/140
2006		B-2	1/140
2008		A-1	1/140
2010		A-1	1/140
2021		A-2	1/140
2023		A-2	1/140
2025		B-2	1/140
2027		B-2	1/140
2029		A-1	1/140
2031		A-1	1/140

PHASE THREEBUILDING 18

	I		
1800		A-1	1/140
1802		A-1	1/140
1804		B-2	1/140
1806		B-2	1/140
1808		A-1	1/140
1810		A-1	1/140
1821		A-2	1/140
1823		A-2	1/140
1825		B-2	1/140
1827		B-2	1/140
1829		A-2	1/140
1831		A-2	1/140

PHASE SIXBUILDING 15

	I		
1500		A-1	1/140
1502		A-1	1/140
1504		B-2	1/140
1506		B-2	1/140
1508		A-1	1/140
1510		A-1	1/140
1521		A-2	1/140
1523		A-2	1/140
1525		B-2	1/140
1527		B-2	1/140
1529		A-2	1/140
1531		A-2	1/140

EXHIBIT "D"

PAGE 2 OF 3

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/140
2102		A-1	1/140
2104		B	1/140
2106		B	1/140
2108		A-1	1/140
2110		A-1	1/140
2121		A-1	1/140
2123		A-1	1/140
2125		B	1/140
2127		B	1/140
2129		A-1	1/140
2131		A-1	1/140

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/140
2802		A-1	1/140
2804		B-1	1/140
2806		B-1	1/140
2808		A-1	1/140
2810		A-1	1/140
2821		A-2	1/140
2823		A-2	1/140
2825		B-2	1/140
2827		B-2	1/140
2829		A-2	1/140
2831		A-2	1/140

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/140
2912		D	1/140
2913		D-1	1/140
2914		D-1	1/140
2915		D	1/140
2916		C	1/140

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/140
2712		D	1/140
2713		D-1	1/140
2714		D-1	1/140
2715		D	1/140
2716		C	1/140

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/140
2612		D	1/140
2613		D-1	1/140
2614		D-1	1/140
2615		D-1	1/140
2616		D-1	1/140
2617		D	1/140
2618		C	1/140

EXHIBIT "D"

PAGE 3 OF 3

Public Records of
St. Johns County, FL
Clerk# 01-006363
O.R. 1566 PG 1170
11:49AM 02/13/2001
REC \$37.00 SUR \$5.00

⑨ 117
3802

I →

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(2300 Building)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of FEBRUARY 9, 2001, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A." is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:



DRUNNA PROPERTIES, INC.,
a Florida corporation

Print Name: G. DAVID DeLAUGHTER

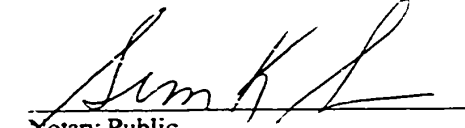



By: 
Drury F. McCarthy, President

Print Name: Veronica A. Starling

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 2001, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].


Notary Public
State of Florida at Large

 Susan K Seaver
My Commission CC
Expires February 3, 2002

Print Name: Susan K Seaver
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires:
 Susan K Seaver
My Commission CC713230
Expires February 3, 2002

LIST OF EXHIBITS

DR1566P61172

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVE

DESCRIPTION:

0R1566P61173

PHASE 5

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 57 MINUTES 28 SECONDS EAST 57.17 FEET; THENCE SOUTH 35 DEGREES 42 MINUTES 44 SECONDS EAST 114.84 FEET; THENCE SOUTH 12 DEGREES 42 MINUTES 57 SECONDS WEST, ON THE WEST EDGE OF A WETLAND, 31.46 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 24 SECONDS EAST, ON SAID EDGE OF WETLAND, 40.62 FEET; THENCE SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST, ON SAID EDGE OF WETLAND, 41.83 FEET; THENCE SOUTH 47 DEGREES 02 MINUTES 16 SECONDS WEST 68.70 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 85.70 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 08 SECONDS EAST 115.77 FEET; THENCE NORTH 02 DEGREES 51 MINUTE 14 SECONDS WEST 57.32 FEET; THENCE CONTINUING NORTH 02 DEGREES 51 MINUTES 14 SECONDS WEST 44.59 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 20 SECONDS EAST 22.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 23 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 23, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: FEB. 9, 2001

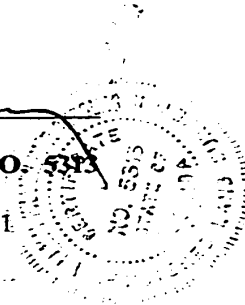


EXHIBIT "C"

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	I		
1100		A-1	1/148
1102		A-2	1/148
1104		B	1/148
1106		B	1/148
1108		A-2	1/148
1110		A-1	1/148
1121		A-1	1/148
1123		A-2	1/148
1125		B	1/148
1127		B	1/148
1129		A-2	1/148
1131		A-1	1/148
<u>BUILDING 12</u>	II		
1211		C	1/148
1212		D	1/148
1213		D	1/148
1214		D	1/148
1215		D	1/148
1216		C	1/148
<u>BUILDING 13</u>	I		
1300		A-1	1/148
1302		A-2	1/148
1304		B	1/148
1306		B	1/148
1308		A-2	1/148
1310		A-1	1/148
1321		A-1	1/148
1323		A-2	1/148
1325		B	1/148
1327		B	1/148
1329		A-2	1/148
1331		A-1	1/148
<u>BUILDING 14</u>	II		
1411		C	1/148
1412		D	1/148
1413		D	1/148
1414		D	1/148
1415		D	1/148
1416		C	1/148
<u>BUILDING 16</u>	I		
1600		A-2	1/148
1602		A-2	1/148
1604		B	1/148
1606		B	1/148
1608		A-2	1/148
1610		A-2	1/148
1621		A-2	1/148
1623		A-2	1/148
1625		B	1/148
1627		B	1/148
1629		A-2	1/148
1631		A-2	1/148

EXHIBIT "D"

PAGE 1 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/148
2202		A-2	1/148
2204		B	1/148
2206		B	1/148
2208		A-2	1/148
2210		A-2	1/148
2221		A-2	1/148
2223		A-2	1/148
2225		B	1/148
2227		B	1/148
2229		A-2	1/148
2231		A-2	1/148

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/148
2002		A-1	1/148
2004		B-2	1/148
2006		B-2	1/148
2008		A-1	1/148
2010		A-1	1/148
2021		A-2	1/148
2023		A-2	1/148
2025		B-2	1/148
2027		B-2	1/148
2029		A-1	1/148
2031		A-1	1/148

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/148
1802		A-1	1/148
1804		B-2	1/148
1806		B-2	1/148
1808		A-1	1/148
1810		A-1	1/148
1821		A-2	1/148
1823		A-2	1/148
1825		B-2	1/148
1827		B-2	1/148
1829		A-2	1/148
1831		A-2	1/148

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/148
1502		A-1	1/148
1504		B-2	1/148
1506		B-2	1/148
1508		A-1	1/148
1510		A-1	1/148
1521		A-2	1/148
1523		A-2	1/148
1525		B-2	1/148
1527		B-2	1/148
1529		A-2	1/148
1531		A-2	1/148

EXHIBIT "D"

PAGE 2 OF 4

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/148
2102		A-1	1/148
2104		B	1/148
2106		B	1/148
2108		A-1	1/148
2110		A-1	1/148
2121		A-1	1/148
2123		A-1	1/148
2125		B	1/148
2127		B	1/148
2129		A-1	1/148
2131		A-1	1/148

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/148
2802		A-1	1/148
2804		B-1	1/148
2806		B-1	1/148
2808		A-1	1/148
2810		A-1	1/148
2821		A-2	1/148
2823		A-2	1/148
2825		B-2	1/148
2827		B-2	1/148
2829		A-2	1/148
2831		A-2	1/148

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/148
2912		D	1/148
2913		D-1	1/148
2914		D-1	1/148
2915		D	1/148
2916		C	1/148

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/148
2712		D	1/148
2713		D-1	1/148
2714		D-1	1/148
2715		D	1/148
2716		C	1/148

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/148
2612		D	1/148
2613		D-1	1/148
2614		D-1	1/148
2615		D-1	1/148
2616		D-1	1/148
2617		D	1/148
2618		C	1/148

EXHIBIT "D"

OR1566PG1178

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

BUILDING 23

II

2311		C	1/148
2312		D	1/148
2313		D-1	1/148
2314		D-1	1/148
2315		D-1	1/148
2316		D-1	1/148
2317		D	1/148
2318		C	1/148

EXHIBIT "D"

PAGE 4 OF 4

5444
9

Public Records of
St. Johns County, FL
Clerk# 01-008554
O.R. 1570 PG 1108
10:43AM 02/28/2001
REC \$37.00 SUR \$5.00

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(2500 Building)**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of FEBRUARY 26, 2001, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A." is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Veronica A. Starling
Print Name: Veronica A. Starling

G. David De Laughter
Print Name: G. David De Laughter

DECLARANT:

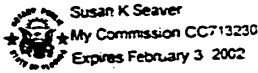
DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26 day of FEBRUARY, 2001, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

Susan K Seaver
Notary Public
State of Florida at Large



Print Name: SUSAN K SEAVER
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires: 2/3/02

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 25 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 332, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 25, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: FEBRUARY 28, 2001

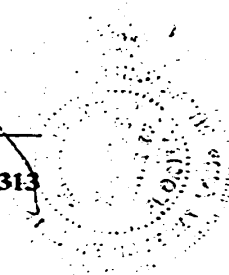


EXHIBIT "C"

VISTA COVE

OR1570P61112

DESCRIPTION:

PHASE 18

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE SOUTH 08 DEGREES 07 MINUTES 13 SECONDS EAST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 13.90 FEET; THENCE SOUTH 16 DEGREES 15 MINUTES 34 SECONDS EAST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE SOUTH 57 DEGREES 01 MINUTE 30 SECONDS EAST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE SOUTH 18 MINUTES 07 MINUTES 23 SECONDS EAST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE SOUTH 56 DEGREES 51 MINUTES 51 SECONDS EAST, ON SAID EDGE OF WETLAND, 25.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 06 SECONDS EAST 77.66 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 33 SECONDS EAST 64.27 FEET; THENCE NORTH 80 DEGREES 52 MINUTES 40 SECONDS EAST 96.19 FEET; THENCE SOUTH 58 DEGREES 50 MINUTES 31 SECONDS EAST 120.88 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST, ON THE NORTHWESTERLY EDGE OF A WETLAND, 25.28 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES 36 SECONDS WEST, ON SAID EDGE OF WETLAND, 86.59 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 44.58 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST, ON SAID EDGE OF WETLAND, 39.77 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 49 SECONDS WEST 77.62 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 47 SECONDS WEST 18.37 FEET; THENCE NORTH 69 DEGREES 11 MINUTES 44 SECONDS WEST 87.49 FEET; THENCE NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST, ON THE EASTERLY EDGE OF A WETLAND, 6.06 FEET; THENCE NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST, ON SAID EDGE OF WETLAND, 51.92 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST, ON SAID EDGE OF WETLAND, 36.91 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST, ON SAID EDGE OF WETLAND, 45.98 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST, ON SAID EDGE OF WETLAND, 43.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	I		
1100		A-1	1/160
1102		A-2	1/160
1104		B	1/160
1106		B	1/160
1108		A-2	1/160
1110		A-1	1/160
1121		A-1	1/160
1123		A-2	1/160
1125		B	1/160
1127		B	1/160
1129		A-2	1/160
1131		A-1	1/160
<u>BUILDING 12</u>	II		
1211		C	1/160
1212		D	1/160
1213		D	1/160
1214		D	1/160
1215		D	1/160
1216		C	1/160
<u>BUILDING 13</u>	I		
1300		A-1	1/160
1302		A-2	1/160
1304		B	1/160
1306		B	1/160
1308		A-2	1/160
1310		A-1	1/160
1321		A-1	1/160
1323		A-2	1/160
1325		B	1/160
1327		B	1/160
1329		A-2	1/160
1331		A-1	1/160
<u>BUILDING 14</u>	II		
1411		C	1/160
1412		D	1/160
1413		D	1/160
1414		D	1/160
1415		D	1/160
1416		C	1/160
<u>BUILDING 16</u>	I		
1600		A-2	1/160
1602		A-2	1/160
1604		B	1/160
1606		B	1/160
1608		A-2	1/160
1610		A-2	1/160
1621		A-2	1/160
1623		A-2	1/160
1625		B	1/160
1627		B	1/160
1629		A-2	1/160
1631		A-2	1/160

EXHIBIT "D"

PAGE 1 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/160
2202		A-2	1/160
2204		B	1/160
2206		B	1/160
2208		A-2	1/160
2210		A-2	1/160
2221		A-2	1/160
2223		A-2	1/160
2225		B	1/160
2227		B	1/160
2229		A-2	1/160
2231		A-2	1/160

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/160
2002		A-1	1/160
2004		B-2	1/160
2006		B-2	1/160
2008		A-1	1/160
2010		A-1	1/160
2021		A-2	1/160
2023		A-2	1/160
2025		B-2	1/160
2027		B-2	1/160
2029		A-1	1/160
2031		A-1	1/160

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/160
1802		A-1	1/160
1804		B-2	1/160
1806		B-2	1/160
1808		A-1	1/160
1810		A-1	1/160
1821		A-2	1/160
1823		A-2	1/160
1825		B-2	1/160
1827		B-2	1/160
1829		A-2	1/160
1831		A-2	1/160

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/160
1502		A-1	1/160
1504		B-2	1/160
1506		B-2	1/160
1508		A-1	1/160
1510		A-1	1/160
1521		A-2	1/160
1523		A-2	1/160
1525		B-2	1/160
1527		B-2	1/160
1529		A-2	1/160
1531		A-2	1/160

EXHIBIT "D"

PAGE 2 OF 4

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/160
2102		A-1	1/160
2104		B	1/160
2106		B	1/160
2108		A-1	1/160
2110		A-1	1/160
2121		A-1	1/160
2123		A-1	1/160
2125		B	1/160
2127		B	1/160
2129		A-1	1/160
2131		A-1	1/160

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/160
2802		A-1	1/160
2804		B-1	1/160
2806		B-1	1/160
2808		A-1	1/160
2810		A-1	1/160
2821		A-2	1/160
2823		A-2	1/160
2825		B-2	1/160
2827		B-2	1/160
2829		A-2	1/160
2831		A-2	1/160

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/160
2912		D	1/160
2913		D-1	1/160
2914		D-1	1/160
2915		D	1/160
2916		C	1/160

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/160
2712		D	1/160
2713		D-1	1/160
2714		D-1	1/160
2715		D	1/160
2716		C	1/160

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/160
2612		D	1/160
2613		D-1	1/160
2614		D-1	1/160
2615		D-1	1/160
2616		D-1	1/160
2617		D	1/160
2618		C	1/160

EXHIBIT "D"
PAGE 3 OF 4

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

<u>BUILDING 23</u>	II		
2311		C	1/160
2312		D	1/160
2313		D-1	1/160
2314		D-1	1/160
2315		D-1	1/160
2316		D-1	1/160
2317		D	1/160
2318		C	1/160

PHASE EIGHTEEN

<u>BUILDING 25</u>	I		
2500		A-1	1/160
2502		A-1	1/160
2504		B-1	1/160
2506		B-1	1/160
2508		A-1	1/160
2510		A-1	1/160
2521		A-2	1/160
2523		A-2	1/160
2525		B-2	1/160
2527		B-2	1/160
2529		A-2	1/160
2531		A-2	1/160

9-559

Public Records of
St. Johns County, FL
Clerk# 01-016091
O.R. 1586 PG 738
12:54PM 04/11/2001
REC \$37.00 SUR \$5.00

DS

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(2400 Building)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of APRIL 9, 2001, by DRUNNA PROPERTIES, INC., a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Veronica A. Starling
Print Name: Veronica A. Starling

Betsy Ellzey
Print Name: Betsy Ellzey

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

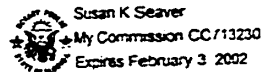
The foregoing instrument was acknowledged before me this 9th day of April, 2001, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].

Susan K. Seaver
Notary Public
State of Florida at Large

Print Name: Susan K. Seaver
Commission No: CC713230

[NOTARIAL SEAL]

My Commission expires:



DR1586PG0740

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVE

08158600741

DESCRIPTION:

PHASE 8

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.72 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 85.70 FEET; THENCE NORTH 47 DEGREES 02 MINUTES 16 SECONDS EAST 68.70 FEET; THENCE MEANDERING ON THE SOUTHWESTERLY AND WESTERLY EDGES OF A WETLAND THE FOLLOWING COURSES: SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST 14.04 FEET; SOUTH 51 DEGREES 15 MINUTES 16 SECONDS EAST 40.07 FEET; SOUTH 65 DEGREES 51 MINUTES 41 SECONDS EAST 37.10 FEET; SOUTH 57 DEGREES 58 MINUTES 55 SECONDS EAST 32.19 FEET; SOUTH 63 DEGREES 07 MINUTES 23 SECONDS EAST 42.06 FEET; SOUTH 29 DEGREES 24 MINUTES 59 SECONDS EAST 48.41 FEET; SOUTH 22 DEGREES 08 MINUTES 18 SECONDS WEST 47.37 FEET; SOUTH 22 DEGREES 51 MINUTES 31 SECONDS EAST 36.72 FEET; SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST 29.62 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 58 DEGREES 50 MINUTES 31 SECONDS WEST 120.88 FEET; THENCE SOUTH 80 DEGREES 52 MINUTES 40 SECONDS WEST 96.19 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 33 SECONDS WEST 64.27 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 06 SECONDS WEST 77.66 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 51 SECONDS WEST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 25.19 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 23 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE NORTH 57 DEGREES 01 MINUTE 30 SECONDS WEST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE NORTH 16 DEGREES 15 MINUTES 34 SECONDS WEST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON SAID EDGE OF WETLAND, 13.90 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 119.18 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

UR1586P60742

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 24 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 24, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 5th APRIL, 2001

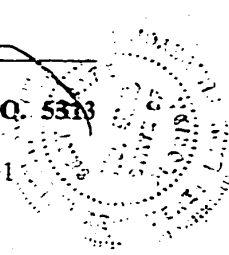


EXHIBIT "C"

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>			
	I		
1100		A-1	1/172
1102		A-2	1/172
1104		B	1/172
1106		B	1/172
1108		A-2	1/172
1110		A-1	1/172
1121		A-1	1/172
1123		A-2	1/172
1125		B	1/172
1127		B	1/172
1129		A-2	1/172
1131		A-1	1/172
<u>BUILDING 12</u>			
	II		
1211		C	1/172
1212		D	1/172
1213		D	1/172
1214		D	1/172
1215		D	1/172
1216		C	1/172
<u>BUILDING 13</u>			
	I		
1300		A-1	1/172
1302		A-2	1/172
1304		B	1/172
1306		B	1/172
1308		A-2	1/172
1310		A-1	1/172
1321		A-1	1/172
1323		A-2	1/172
1325		B	1/172
1327		B	1/172
1329		A-2	1/172
1331		A-1	1/172
<u>BUILDING 14</u>			
	II		
1411		C	1/172
1412		D	1/172
1413		D	1/172
1414		D	1/172
1415		D	1/172
1416		C	1/172
<u>BUILDING 16</u>			
	I		
1600		A-2	1/172
1602		A-2	1/172
1604		B	1/172
1606		B	1/172
1608		A-2	1/172
1610		A-2	1/172
1621		A-2	1/172
1623		A-2	1/172
1625		B	1/172
1627		B	1/172
1629		A-2	1/172
1631		A-2	1/172

EXHIBIT "D"

PAGE 1 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/172
2202		A-2	1/172
2204		B	1/172
2206		B	1/172
2208		A-2	1/172
2210		A-2	1/172
2221		A-2	1/172
2223		A-2	1/172
2225		B	1/172
2227		B	1/172
2229		A-2	1/172
2231		A-2	1/172

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/172
2002		A-1	1/172
2004		B-2	1/172
2006		B-2	1/172
2008		A-1	1/172
2010		A-1	1/172
2021		A-2	1/172
2023		A-2	1/172
2025		B-2	1/172
2027		B-2	1/172
2029		A-1	1/172
2031		A-1	1/172

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/172
1802		A-1	1/172
1804		B-2	1/172
1806		B-2	1/172
1808		A-1	1/172
1810		A-1	1/172
1821		A-2	1/172
1823		A-2	1/172
1825		B-2	1/172
1827		B-2	1/172
1829		A-2	1/172
1831		A-2	1/172

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/172
1502		A-1	1/172
1504		B-2	1/172
1506		B-2	1/172
1508		A-1	1/172
1510		A-1	1/172
1521		A-2	1/172
1523		A-2	1/172
1525		B-2	1/172
1527		B-2	1/172
1529		A-2	1/172
1531		A-2	1/172

EXHIBIT "D"

PAGE 2 OF 4

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/172
2102		A-1	1/172
2104		B	1/172
2106		B	1/172
2108		A-1	1/172
2110		A-1	1/172
2121		A-1	1/172
2123		A-1	1/172
2125		B	1/172
2127		B	1/172
2129		A-1	1/172
2131		A-1	1/172

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/172
2802		A-1	1/172
2804		B-1	1/172
2806		B-1	1/172
2808		A-1	1/172
2810		A-1	1/172
2821		A-2	1/172
2823		A-2	1/172
2825		B-2	1/172
2827		B-2	1/172
2829		A-2	1/172
2831		A-2	1/172

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/172
2912		D	1/172
2913		D-1	1/172
2914		D-1	1/172
2915		D	1/172
2916		C	1/172

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/172
2712		D	1/172
2713		D-1	1/172
2714		D-1	1/172
2715		D	1/172
2716		C	1/172

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/172
2612		D	1/172
2613		D-1	1/172
2614		D-1	1/172
2615		D-1	1/172
2616		D-1	1/172
2617		D	1/172
2618		C	1/172

EXHIBIT "D"

PAGE 3 OF 4

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

<u>BUILDING 23</u>	II		
2311		C	1/172
2312		D	1/172
2313		D-1	1/172
2314		D-1	1/172
2315		D-1	1/172
2316		D-1	1/172
2317		D	1/172
2318		C	1/172

PHASE EIGHTEEN

<u>BUILDING 25</u>	I		
2500		A-1	1/172
2502		A-1	1/172
2504		B-1	1/172
2506		B-1	1/172
2508		A-1	1/172
2510		A-1	1/172
2521		A-2	1/172
2523		A-2	1/172
2525		B-2	1/172
2527		B-2	1/172
2529		A-2	1/172
2531		A-2	1/172

PHASE EIGHT

<u>BUILDING 24</u>	I		
2400		A-1	1/172
2402		A-1	1/172
2404		B-1	1/172
2406		B-1	1/172
2408		A-1	1/172
2410		A-1	1/172
2421		A-2	1/172
2423		A-2	1/172
2425		B-2	1/172
2427		B-2	1/172
2429		A-2	1/172
2431		A-2	1/172

EXHIBIT "D"

PAGE 4 OF 4

Public Records of
St. Johns County, FL
Clerk# 01-020403
O.R. 1594 PG 1062
03:04PM 05/01/2001
REC \$37.00 SUR \$5.00

PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(1900 Building)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of APRIL 30, 2001, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

DR1594PG1063

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Veronica A. Starling
Print Name: Veronica A. Starling

Lawrence J. Hession
Print Name: LAWRENCE J. HESSON

DECLARANT:

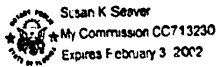
DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of APRIL, 2001, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

Susan K. Seaver
Notary Public
State of Florida at Large



Print Name: Susan K. Seaver
Commission No: CC 713230

[NOTARIAL SEAL]

My Commission expires:

LIST OF EXHIBITS

0R1594PG1064

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVE

DESCRIPTION:

0R1594P61065

PHASE 4

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON THE EAST EDGE OF WETLAND, 22.89 FEET; THENCE NORTH 16 DEGREES 12 MINUTES 57 SECONDS WEST, ON SAID EDGE OF WETLAND, 49.17 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 37.60 FEET; THENCE NORTH 15 DEGREES 48 MINUTE 37 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.37 FEET; THENCE NORTH 06 DEGREES 06 MINUTES 24 SECONDS WEST, ON SAID EDGE OF WETLAND, 29.47 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST 168.85 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

0 R 1594 P G 1066

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 19 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 19, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: May 1, 2001

EXHIBIT "C"

VISTA COVE, A CONDOMINIUM 0R1594PG1067

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>			
	I		
1100		A-1	1/178
1102		A-2	1/178
1104		B	1/178
1106		B	1/178
1108		A-2	1/178
1110		A-1	1/178
1121		A-1	1/178
1123		A-2	1/178
1125		B	1/178
1127		B	1/178
1129		A-2	1/178
1131		A-1	1/178
<u>BUILDING 12</u>			
	II		
1211		C	1/178
1212		D	1/178
1213		D	1/178
1214		D	1/178
1215		D	1/178
1216		C	1/178
<u>BUILDING 13</u>			
	I		
1300		A-1	1/178
1302		A-2	1/178
1304		B	1/178
1306		B	1/178
1308		A-2	1/178
1310		A-1	1/178
1321		A-1	1/178
1323		A-2	1/178
1325		B	1/178
1327		B	1/178
1329		A-2	1/178
1331		A-1	1/178
<u>BUILDING 14</u>			
	II		
1411		C	1/178
1412		D	1/178
1413		D	1/178
1414		D	1/178
1415		D	1/178
1416		C	1/178
<u>BUILDING 16</u>			
	I		
1600		A-2	1/178
1602		A-2	1/178
1604		B	1/178
1606		B	1/178
1608		A-2	1/178
1610		A-2	1/178
1621		A-2	1/178
1623		A-2	1/178
1625		B	1/178
1627		B	1/178
1629		A-2	1/178
1631		A-2	1/178

EXHIBIT "D"
PAGE 1 OF 4

0R1594P61068

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/178
2202		A-2	1/178
2204		B	1/178
2206		B	1/178
2208		A-2	1/178
2210		A-2	1/178
2221		A-2	1/178
2223		A-2	1/178
2225		B	1/178
2227		B	1/178
2229		A-2	1/178
2231		A-2	1/178

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/178
2002		A-1	1/178
2004		B-2	1/178
2006		B-2	1/178
2008		A-1	1/178
2010		A-1	1/178
2021		A-2	1/178
2023		A-2	1/178
2025		B-2	1/178
2027		B-2	1/178
2029		A-1	1/178
2031		A-1	1/178

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/178
1802		A-1	1/178
1804		B-2	1/178
1806		B-2	1/178
1808		A-1	1/178
1810		A-1	1/178
1821		A-2	1/178
1823		A-2	1/178
1825		B-2	1/178
1827		B-2	1/178
1829		A-2	1/178
1831		A-2	1/178

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/178
1502		A-1	1/178
1504		B-2	1/178
1506		B-2	1/178
1508		A-1	1/178
1510		A-1	1/178
1521		A-2	1/178
1523		A-2	1/178
1525		B-2	1/178
1527		B-2	1/178
1529		A-2	1/178
1531		A-2	1/178

EXHIBIT "D"

PAGE 2 OF 4

0R1594PG1069

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

BUILDING 21 I
2100 A-1 1/178
2102 A-1 1/178
2104 B 1/178
2106 B 1/178
2108 A-1 1/178
2110 A-1 1/178
2121 A-1 1/178
2123 A-1 1/178
2125 B 1/178
2127 B 1/178
2129 A-1 1/178
2131 A-1 1/178

PHASE NINE

BUILDING 28 I
2800 A-1 1/178
2802 A-1 1/178
2804 B-1 1/178
2806 B-1 1/178
2808 A-1 1/178
2810 A-1 1/178
2821 A-2 1/178
2823 A-2 1/178
2825 B-2 1/178
2827 B-2 1/178
2829 A-2 1/178
2831 A-2 1/178

PHASE TEN

BUILDING 29 II
2911 C 1/178
2912 D 1/178
2913 D-1 1/178
2914 D-1 1/178
2915 D 1/178
2916 C 1/178

PHASE ELEVEN

BUILDING 27 II
2711 C 1/178
2712 D 1/178
2713 D-1 1/178
2714 D-1 1/178
2715 D 1/178
2716 C 1/178

PHASE SEVENTEEN

BUILDING 26 II
2611 C 1/178
2612 D 1/178
2613 D-1 1/178
2614 D-1 1/178
2615 D-1 1/178
2616 D-1 1/178
2617 D 1/178
2618 C 1/178

EXHIBIT "D"
PAGE 3 OF 4

OR1594PG1070

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

BUILDING 23 II
2311 C 1/178
2312 D 1/178
2313 D-1 1/178
2314 D-1 1/178
2315 D-1 1/178
2316 D-1 1/178
2317 D 1/178
2318 C 1/178

PHASE EIGHTEEN

BUILDING 25 I
2500 A-1 1/178
2502 A-1 1/178
2504 B-1 1/178
2506 B-1 1/178
2508 A-1 1/178
2510 A-1 1/178
2521 A-2 1/178
2523 A-2 1/178
2525 B-2 1/178
2527 B-2 1/178
2529 A-2 1/178
2531 A-2 1/178

PHASE EIGHT

BUILDING 24 I
2400 A-1 1/178
2402 A-1 1/178
2404 B-1 1/178
2406 B-1 1/178
2408 A-1 1/178
2410 A-1 1/178
2421 A-2 1/178
2423 A-2 1/178
2425 B-2 1/178
2427 B-2 1/178
2429 A-2 1/178
2431 A-2 1/178

PHASE FOUR

BUILDING 19 II
1911 C 1/178
1912 D 1/178
1913 D-1 1/178
1914 D-1 1/178
1915 D 1/178
1916 C 1/178

EXHIBIT "D"
PAGE 4 OF 4

9 5813

Public Records of
St. Johns County, FL
Clerk# 02-030401
O.R. 1762 PG 1152
11:59AM 05/23/2002
REC \$37.00 SUR \$5.00

JS
PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Building 3100)**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of MAY 23, 2002, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Suzanne D Henderson
 Print Name: Suzanne Henderson

Walter W. Kelly
 Print Name: WALTER W. KELLY

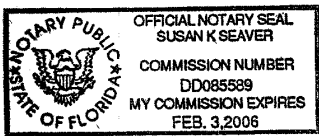
DECLARANT:

DRUNNA PROPERTIES, INC.,
 a Florida corporation

By: Drury F. McCarthy
 Drury F. McCarthy, President

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23 day of May, 2002, 2002, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or provided a valid Florida Driver's License as identification [check one].



Susan K Seaver
 Notary Public
 State of Florida at Large

Print Name: SUSAN K SEAVER
 Commission No: DD085589

My Commission expires: FEB 3, 2006

[NOTARIAL SEAL]

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

EXHIBIT "A"

VISTA COVEDESCRIPTION:PHASE 12

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET, THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET: THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET; THENCE SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 57.69 FEET; THENCE CONTINUING SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 16.17 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 48 SECONDS WEST 73.98 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 73 DEGREES 52 MINUTES 53 SECONDS WEST 69.24 FEET; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF A WETLAND THE FOLLOWING COURSES: NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 41.15 FEET; NORTH 32 DEGREES 06 MINUTES 21 SECONDS WEST 54.26 FEET; NORTH 55 DEGREES 19 MINUTES 11 SECONDS WEST 34.92 FEET; NORTH 27 DEGREES 18 MINUTES 55 SECONDS WEST 34.02 FEET; NORTH 14 DEGREES 14 MINUTES 36 SECONDS EAST 39.17 FEET; NORTH 21 DEGREES 29 MINUTES 22 SECONDS EAST 41.68 FEET; NORTH 68 DEGREES 16 MINUTES 56 SECONDS EAST 17.03 FEET; NORTH 34 DEGREES 02 MINUTES 08 SECONDS WEST 21.09 FEET; NORTH 40 DEGREES 07 MINUTES 23 SECONDS WEST 35.86 FEET; NORTH 34 DEGREES 47 MINUTES 12 SECONDS WEST 35.34 FEET; NORTH 31 DEGREES 43 MINUTES 36 SECONDS WEST 46.25 FEET; NORTH 16 DEGREES 58 MINUTES 58 SECONDS WEST 29.31 FEET; NORTH 45 DEGREES 19 MINUTES 52 SECONDS WEST 55.81 FEET; NORTH 21 DEGREES 19 MINUTES 05 SECONDS WEST 39.05 FEET; NORTH 24 DEGREES 20 MINUTES 23 SECONDS WEST 46.25 FEET; NORTH 28 DEGREES 47 MINUTES 22 SECONDS EAST 35.45 FEET; NORTH 61 DEGREES 06 MINUTES 27 SECONDS EAST 22.48 FEET; NORTH 27 DEGREES 21 MINUTES 59 SECONDS EAST 15.05 FEET TO THE POINT OF BEGINNING.

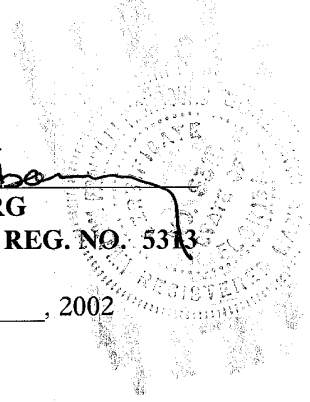
EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 31 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 31, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 5/23/02, 2002



VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>			
	I		
1100		A-1	1/178
1102		A-2	1/178
1104		B	1/178
1106		B	1/178
1108		A-2	1/178
1110		A-1	1/178
1121		A-1	1/178
1123		A-2	1/178
1125		B	1/178
1127		B	1/178
1129		A-2	1/178
1131		A-1	1/178
<u>BUILDING 12</u>			
	II		
1211		C	1/178
1212		D	1/178
1213		D	1/178
1214		D	1/178
1215		D	1/178
1216		C	1/178
<u>BUILDING 13</u>			
	I		
1300		A-1	1/178
1302		A-2	1/178
1304		B	1/178
1306		B	1/178
1308		A-2	1/178
1310		A-1	1/178
1321		A-1	1/178
1323		A-2	1/178
1325		B	1/178
1327		B	1/178
1329		A-2	1/178
1331		A-1	1/178
<u>BUILDING 14</u>			
	II		
1411		C	1/178
1412		D	1/178
1413		D	1/178
1414		D	1/178
1415		D	1/178
1416		C	1/178
<u>BUILDING 16</u>			
	I		
1600		A-2	1/178
1602		A-2	1/178
1604		B	1/178
1606		B	1/178
1608		A-2	1/178
1610		A-2	1/178
1621		A-2	1/178
1623		A-2	1/178
1625		B	1/178
1627		B	1/178
1629		A-2	1/178
1631		A-2	1/178

EXHIBIT "D"
PAGE 1 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	I		
2200		A-2	1/178
2202		A-2	1/178
2204		B	1/178
2206		B	1/178
2208		A-2	1/178
2210		A-2	1/178
2221		A-2	1/178
2223		A-2	1/178
2225		B	1/178
2227		B	1/178
2229		A-2	1/178
2231		A-2	1/178

PHASE TWO

<u>BUILDING 20</u>	I		
2000		A-1	1/178
2002		A-1	1/178
2004		B-2	1/178
2006		B-2	1/178
2008		A-1	1/178
2010		A-1	1/178
2021		A-2	1/178
2023		A-2	1/178
2025		B-2	1/178
2027		B-2	1/178
2029		A-1	1/178
2031		A-1	1/178

PHASE THREE

<u>BUILDING 18</u>	I		
1800		A-1	1/178
1802		A-1	1/178
1804		B-2	1/178
1806		B-2	1/178
1808		A-1	1/178
1810		A-1	1/178
1821		A-2	1/178
1823		A-2	1/178
1825		B-2	1/178
1827		B-2	1/178
1829		A-2	1/178
1831		A-2	1/178

PHASE SIX

<u>BUILDING 15</u>	I		
1500		A-1	1/178
1502		A-1	1/178
1504		B-2	1/178
1506		B-2	1/178
1508		A-1	1/178
1510		A-1	1/178
1521		A-2	1/178
1523		A-2	1/178
1525		B-2	1/178
1527		B-2	1/178
1529		A-2	1/178
1531		A-2	1/178

EXHIBIT "D"
PAGE 2 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE SEVEN</u>			
<u>BUILDING 21</u>	I		
2100		A-1	1/178
2102		A-1	1/178
2104		B	1/178
2106		B	1/178
2108		A-1	1/178
2110		A-1	1/178
2121		A-1	1/178
2123		A-1	1/178
2125		B	1/178
2127		B	1/178
2129		A-1	1/178
2131		A-1	1/178
<u>PHASE NINE</u>			
<u>BUILDING 28</u>	I		
2800		A-1	1/178
2802		A-1	1/178
2804		B-1	1/178
2806		B-1	1/178
2808		A-1	1/178
2810		A-1	1/178
2821		A-2	1/178
2823		A-2	1/178
2825		B-2	1/178
2827		B-2	1/178
2829		A-2	1/178
2831		A-2	1/178
<u>PHASE TEN</u>			
<u>BUILDING 29</u>	II		
2911		C	1/178
2912		D	1/178
2913		D-1	1/178
2914		D-1	1/178
2915		D	1/178
2916		C	1/178
<u>PHASE ELEVEN</u>			
<u>BUILDING 27</u>	II		
2711		C	1/178
2712		D	1/178
2713		D-1	1/178
2714		D-1	1/178
2715		D	1/178
2716		C	1/178
<u>PHASE SEVENTEEN</u>			
<u>BUILDING 26</u>	II		
2611		C	1/178
2612		D	1/178
2613		D-1	1/178
2614		D-1	1/178
2615		D-1	1/178
2616		D-1	1/178
2617		D	1/178
2618		C	1/178

EXHIBIT "D"
PAGE 3 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE FIVE</u>			
<u>BUILDING 23</u>	II		
2311		C	1/184
2312		D	1/184
2313		D-1	1/184
2314		D-1	1/184
2315		D-1	1/184
2316		D	1/184
2317		D	1/184
2318		C	1/184
<u>PHASE EIGHTEEN</u>			
<u>BUILDING 25</u>	I		
2500		A-1	1/184
2502		A-1	1/184
2504		B-1	1/184
2506		B-1	1/184
2508		A-1	1/184
2510		A-1	1/184
2521		A-2	1/184
2523		A-2	1/184
2525		B-2	1/184
2527		B-2	1/184
2529		A-2	1/184
2531		A-2	1/184
<u>PHASE EIGHT</u>			
<u>BUILDING 24</u>	I		
2400		A-1	1/184
2402		A-1	1/184
2404		B-1	1/184
2406		B-1	1/184
2408		A-1	1/184
2410		A-1	1/184
2421		A-2	1/184
2423		A-2	1/184
2425		B-2	1/184
2427		B-2	1/184
2429		A-2	1/184
2431		A-2	1/184
<u>PHASE FOUR</u>			
<u>BUILDING 19</u>	II		
1911		C	1/184
1912		D	1/184
1913		D-1	1/184
1914		D-1	1/184
1915		D	1/184
1916		C	1/184
<u>PHASE TWELVE</u>			
<u>BUILDING 31</u>	III		
3111		C	1/184
3112		D-1	1/184
3113		D-1	1/184
3114		D-1	1/184
3115		D-1	1/184
3116		D-1	1/184
3117		D-1	1/184
3118		C	1/184

EXHIBIT "D"
PAGE 4 OF 4

10 6698

Public Records of
St. Johns County, FL
Clerk# 02-031509
O.R. 1764 PG 1371
01:14PM 05/30/2002
REC \$41.00 SUR \$5.50

PREPARED BY AND RETURN TO:

**Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207**

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(Building 3400)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of MAY 30, _____, 2002, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with Section 718.104, F.S., Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Suzanne O. Henderson
Print Name: Suzanne O Henderson

Betsy Marie Elkey
Print Name: Betsy Marie Elkey

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

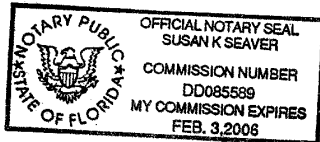
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of MAY, 2002, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].

Susan K. Seaver
Notary Public
State of Florida at Large

Print Name: Susan K. Seaver
Commission No: DD085589

My Commission expires: FEB 3, 2006



[NOTARIAL SEAL]

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVE

EXHIBIT "A"

DESCRIPTION:

O.R. 1311 PG 0452

PHASE 16

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

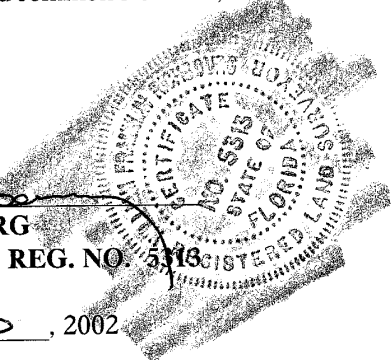
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING EASTERLY ON THE SOUTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 11.72 FEET; NORTH 66 DEGREES 08 MINUTES 35 SECONDS EAST 23.72 FEET; NORTH 68 DEGREES 04 MINUTES 23 SECONDS EAST 29.72 FEET; NORTH 44 DEGREES 41 MINUTES 43 SECONDS EAST 20.28 FEET; NORTH 65 DEGREES 41 MINUTES 52 SECONDS EAST 46.38 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 89 DEGREES 57 MINUTE 51 SECONDS EAST 86.37 FEET; THENCE MEANDERING SOUTHERLY ON THE WEST EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 03 DEGREES 45 MINUTES 51 SECONDS WEST 51.90 FEET; SOUTH 02 DEGREES 20 MINUTES 17 SECONDS WEST 63.58 FEET; SOUTH 17 DEGREES 46 MINUTES 35 SECONDS WEST 32.45 FEET; SOUTH 31 DEGREES 29 MINUTES 39 SECONDS EAST 59.12 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 23.27 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 24.58 FEET; SOUTH 51 DEGREES 48 MINUTES 47 SECONDS WEST 34.22 FEET; SOUTH 71 DEGREES 46 MINUTES 37 SECONDS WEST 19.10 FEET; SOUTH 08 DEGREES 03 MINUTES 40 SECONDS EAST 32.88 FEET; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 60 DEGREES 36 MINUTES 29 SECONDS WEST 98.89 FEET; THENCE SOUTH 76 DEGREES 20 MINUTES 01 SECOND WEST 26.01 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 26.15 FEET; THENCE NORTH 08 DEGREES 23 MINUTES 30 SECONDS WEST 72.98 FEET; THENCE NORTH 05 DEGREES 02 MINUTES 39 SECONDS WEST 83.42 FEET; THENCE NORTH 62 DEGREES 33 MINUTES 43 SECONDS WEST 50.22 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 57.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 34 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 34, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313



Dated: MAY 30 , 2002

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	I		
1100		A-1	1/198
1102		A-2	1/198
1104		B	1/198
1106		B	1/198
1108		A-2	1/198
1110		A-1	1/198
1121		A-1	1/198
1123		A-2	1/198
1125		B	1/198
1127		B	1/198
1129		A-2	1/198
1131		A-1	1/198
<u>BUILDING 12</u>	II		
1211		C	1/198
1212		D	1/198
1213		D	1/198
1214		D	1/198
1215		D	1/198
1216		C	1/198
<u>BUILDING 13</u>	I		
1300		A-1	1/198
1302		A-2	1/198
1304		B	1/198
1306		B	1/198
1308		A-2	1/198
1310		A-1	1/198
1321		A-1	1/198
1323		A-2	1/198
1325		B	1/198
1327		B	1/198
1329		A-2	1/198
1331		A-1	1/198
<u>BUILDING 14</u>	II		
1411		C	1/198
1412		D	1/198
1413		D	1/198
1414		D	1/198
1415		D	1/198
1416		C	1/198
<u>BUILDING 16</u>	I		
1600		A-2	1/198
1602		A-2	1/198
1604		B	1/198
1606		B	1/198
1608		A-2	1/198
1610		A-2	1/198
1621		A-2	1/198
1623		A-2	1/198
1625		B	1/198
1627		B	1/198
1629		A-2	1/198
1631		A-2	1/198

EXHIBIT "D"
PAGE 1 OF 5

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/198
2202		A-2	1/198
2204		B	1/198
2206		B	1/198
2208		A-2	1/198
2210		A-2	1/198
2221		A-2	1/198
2223		A-2	1/198
2225		B	1/198
2227		B	1/198
2229		A-2	1/198
2231		A-2	1/198

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/198
2002		A-1	1/198
2004		B-2	1/198
2006		B-2	1/198
2008		A-1	1/198
2010		A-1	1/198
2021		A-2	1/198
2023		A-2	1/198
2025		B-2	1/198
2027		B-2	1/198
2029		A-1	1/198
2031		A-1	1/198

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/198
1802		A-1	1/198
1804		B-2	1/198
1806		B-2	1/198
1808		A-1	1/198
1810		A-1	1/198
1821		A-2	1/198
1823		A-2	1/198
1825		B-2	1/198
1827		B-2	1/198
1829		A-2	1/198
1831		A-2	1/198

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/198
1502		A-1	1/198
1504		B-2	1/198
1506		B-2	1/198
1508		A-1	1/198
1510		A-1	1/198
1521		A-2	1/198
1523		A-2	1/198
1525		B-2	1/198
1527		B-2	1/198
1529		A-2	1/198
1531		A-2	1/198

EXHIBIT "D"

PAGE 2 OF 5

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/198
2102		A-1	1/198
2104		B	1/198
2106		B	1/198
2108		A-1	1/198
2110		A-1	1/198
2121		A-1	1/198
2123		A-1	1/198
2125		B	1/198
2127		B	1/198
2129		A-1	1/198
2131		A-1	1/198

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/198
2802		A-1	1/198
2804		B-1	1/198
2806		B-1	1/198
2808		A-1	1/198
2810		A-1	1/198
2821		A-2	1/198
2823		A-2	1/198
2825		B-2	1/198
2827		B-2	1/198
2829		A-2	1/198
2831		A-2	1/198

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/198
2912		D	1/198
2913		D-1	1/198
2914		D-1	1/198
2915		D	1/198
2916		C	1/198

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/198
2712		D	1/198
2713		D-1	1/198
2714		D-1	1/198
2715		D	1/198
2716		C	1/198

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/198
2612		D	1/198
2613		D-1	1/198
2614		D-1	1/198
2615		D-1	1/198
2616		D-1	1/198
2617		D	1/198
2618		C	1/198

EXHIBIT "D"

PAGE 3 OF 5

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>BUILDING 23</u>	II		
2311		C	1/198
2312		D	1/198
2313		D-1	1/198
2314		D-1	1/198
2315		D-1	1/198
2316		D-1	1/198
2317		D	1/198
2318		C	1/198

PHASE EIGHTEEN

<u>BUILDING 25</u>	I		
2500		A-1	1/198
2502		A-1	1/198
2504		B-1	1/198
2506		B-1	1/198
2508		A-1	1/198
2510		A-1	1/198
2521		A-2	1/198
2523		A-2	1/198
2525		B-2	1/198
2527		B-2	1/198
2529		A-2	1/198
2531		A-2	1/198

PHASE EIGHT

<u>BUILDING 24</u>	I		
2400		A-1	1/198
2402		A-1	1/198
2404		B-1	1/198
2406		B-1	1/198
2408		A-1	1/198
2410		A-1	1/198
2421		A-2	1/198
2423		A-2	1/198
2425		B-2	1/198
2427		B-2	1/198
2429		A-2	1/198
2431		A-2	1/198

PHASE FOUR

<u>BUILDING 19</u>	II		
1911		C	1/198
1912		D	1/198
1913		D-1	1/198
1914		D-1	1/198
1915		D	1/198
1916		C	1/198

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		C	1/198
3112		D-1	1/198
3113		D-1	1/198
3114		D-1	1/198
3115		D-1	1/198
3116		D-1	1/198
3117		D-1	1/198
3118		C	1/198

EXHIBIT "D"

PAGE 4 OF 5

Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 34</u>	I		
3400		A-1	1/198
3402		A-1	1/198
3404		B-1	1/198
3406		B-1	1/198
3408		A-1	1/198
3410		A-1	1/198
3421		A-2	1/198
3423		A-2	1/198
3425		B-2	1/198
3427		B-2	1/198
3429		A-2	1/198
3431		A-2	1/198

EXHIBIT "D"
PAGE 5 OF 5

9
8553

Public Records of
St. Johns County, FL
Clerk# 02-030401
O.R. 1762 PG 1152
11:59AM 05/23/2002
REC \$37.00 SUR \$5.00

IK
PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

Public Records of
St. Johns County, FL
Clerk# 02-034363
O.R. 1770 PG 850
10:57AM 06/12/2002
REC \$37.00 SUR \$5.00

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(Building 3100)

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of MAY 23, 2002, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

NOTE TO CLERK: THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT
TYPOGRAPHICAL ERRORS IN EXHIBIT "D"

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Suzanne D Henderson
Print Name: Suzanne Henderson

Walter W. Kelly
Print Name: WALTER W. KELLY

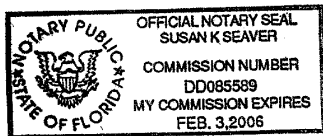
DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23 day of May, 2002, 2002, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me, or provided a valid Florida Driver's License as identification [check one].



Susan K Seaver
Notary Public
State of Florida at Large

Print Name: SUSAN K SEAVER
Commission No: DD085589

My Commission expires: FEB 3, 2006

[NOTARIAL SEAL]

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

EXHIBIT "A"


VISTA COVEDESCRIPTION:PHASE 12

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET, THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET: THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET; THENCE SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 57.69 FEET; THENCE CONTINUING SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 16.17 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 48 SECONDS WEST 73.98 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 73 DEGREES 52 MINUTES 53 SECONDS WEST 69.24 FEET; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF A WETLAND THE FOLLOWING COURSES: NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 41.15 FEET; NORTH 32 DEGREES 06 MINUTES 21 SECONDS WEST 54.26 FEET; NORTH 55 DEGREES 19 MINUTES 11 SECONDS WEST 34.92 FEET; NORTH 27 DEGREES 18 MINUTES 55 SECONDS WEST 34.02 FEET; NORTH 14 DEGREES 14 MINUTES 36 SECONDS EAST 39.17 FEET; NORTH 21 DEGREES 29 MINUTES 22 SECONDS EAST 41.68 FEET; NORTH 68 DEGREES 16 MINUTES 56 SECONDS EAST 17.03 FEET; NORTH 34 DEGREES 02 MINUTES 08 SECONDS WEST 21.09 FEET; NORTH 40 DEGREES 07 MINUTES 23 SECONDS WEST 35.86 FEET; NORTH 34 DEGREES 47 MINUTES 12 SECONDS WEST 35.34 FEET; NORTH 31 DEGREES 43 MINUTES 36 SECONDS WEST 46.25 FEET; NORTH 16 DEGREES 58 MINUTES 58 SECONDS WEST 29.31 FEET; NORTH 45 DEGREES 19 MINUTES 52 SECONDS WEST 55.81 FEET; NORTH 21 DEGREES 19 MINUTES 05 SECONDS WEST 39.05 FEET; NORTH 24 DEGREES 20 MINUTES 23 SECONDS WEST 46.25 FEET; NORTH 28 DEGREES 47 MINUTES 22 SECONDS EAST 35.45 FEET; NORTH 61 DEGREES 06 MINUTES 27 SECONDS EAST 22.48 FEET; NORTH 27 DEGREES 21 MINUTES 59 SECONDS EAST 15.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"**SURVEYOR'S CERTIFICATE**

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 31 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 31, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 5/23/02, 2002

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
--------------------	----------------------	------------------	-------------------------

PHASE ONE

<u>BUILDING 11</u>			
	I		
1100		A-1	1/186
1102		A-2	1/186
1104		B	1/186
1106		B	1/186
1108		A-2	1/186
1110		A-1	1/186
1121		A-1	1/186
1123		A-2	1/186
1125		B	1/186
1127		B	1/186
1129		A-2	1/186
1131		A-1	1/186
<u>BUILDING 12</u>			
	II		
1211		C	1/186
1212		D	1/186
1213		D	1/186
1214		D	1/186
1215		D	1/186
1216		C	1/186
<u>BUILDING 13</u>			
	I		
1300		A-1	1/186
1302		A-2	1/186
1304		B	1/186
1306		B	1/186
1308		A-2	1/186
1310		A-1	1/186
1321		A-1	1/186
1323		A-2	1/186
1325		B	1/186
1327		B	1/186
1329		A-2	1/186
1331		A-1	1/186
<u>BUILDING 14</u>			
	II		
1411		C	1/186
1412		D	1/186
1413		D	1/186
1414		D	1/186
1415		D	1/186
1416		C	1/186
<u>BUILDING 16</u>			
	I		
1600		A-2	1/186
1602		A-2	1/186
1604		B	1/186
1606		B	1/186
1608		A-2	1/186
1610		A-2	1/186
1621		A-2	1/186
1623		A-2	1/186
1625		B	1/186
1627		B	1/186
1629		A-2	1/186
1631		A-2	1/186

EXHIBIT "D"

PAGE 1 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/186
2202		A-2	1/186
2204		B	1/186
2206		B	1/186
2208		A-2	1/186
2210		A-2	1/186
2221		A-2	1/186
2223		A-2	1/186
2225		B	1/186
2227		B	1/186
2229		A-2	1/186
2231		A-2	1/186

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/186
2002		A-1	1/186
2004		B-2	1/186
2006		B-2	1/186
2008		A-1	1/186
2010		A-1	1/186
2021		A-2	1/186
2023		A-2	1/186
2025		B-2	1/186
2027		B-2	1/186
2029		A-1	1/186
2031		A-1	1/186

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/186
1802		A-1	1/186
1804		B-2	1/186
1806		B-2	1/186
1808		A-1	1/186
1810		A-1	1/186
1821		A-2	1/186
1823		A-2	1/186
1825		B-2	1/186
1827		B-2	1/186
1829		A-2	1/186
1831		A-2	1/186

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/186
1502		A-1	1/186
1504		B-2	1/186
1506		B-2	1/186
1508		A-1	1/186
1510		A-1	1/186
1521		A-2	1/186
1523		A-2	1/186
1525		B-2	1/186
1527		B-2	1/186
1529		A-2	1/186
1531		A-2	1/186

EXHIBIT "D"

PAGE 2 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE SEVEN</u>			
<u>BUILDING 21</u>	I		
2100		A-1	1/186
2102		A-1	1/186
2104		B	1/186
2106		B	1/186
2108		A-1	1/186
2110		A-1	1/186
2121		A-1	1/186
2123		A-1	1/186
2125		B	1/186
2127		B	1/186
2129		A-1	1/186
2131		A-1	1/186
<u>PHASE NINE</u>			
<u>BUILDING 28</u>	I		
2800		A-1	1/186
2802		A-1	1/186
2804		B-1	1/186
2806		B-1	1/186
2808		A-1	1/186
2810		A-1	1/186
2821		A-2	1/186
2823		A-2	1/186
2825		B-2	1/186
2827		B-2	1/186
2829		A-2	1/186
2831		A-2	1/186
<u>PHASE TEN</u>			
<u>BUILDING 29</u>	II		
2911		C	1/186
2912		D	1/186
2913		D-1	1/186
2914		D-1	1/186
2915		D	1/186
2916		C	1/186
<u>PHASE ELEVEN</u>			
<u>BUILDING 27</u>	II		
2711		C	1/186
2712		D	1/186
2713		D-1	1/186
2714		D-1	1/186
2715		D	1/186
2716		C	1/186
<u>PHASE SEVENTEEN</u>			
<u>BUILDING 26</u>	II		
2611		C	1/186
2612		D	1/186
2613		D-1	1/186
2614		D-1	1/186
2615		D-1	1/186
2616		D-1	1/186
2617		D	1/186
2618		C	1/186

EXHIBIT "D"

PAGE 3 OF 4

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE FIVE</u>			
<u>BUILDING 23</u>	II		
2311		C	1/186
2312		D	1/186
2313		D-1	1/186
2314		D-1	1/186
2315		D-1	1/186
2316		D-1	1/186
2317		D	1/186
2318		C	1/186
<u>PHASE EIGHTEEN</u>			
<u>BUILDING 25</u>	I		
2500		A-1	1/186
2502		A-1	1/186
2504		B-1	1/186
2506		B-1	1/186
2508		A-1	1/186
2510		A-1	1/186
2521		A-2	1/186
2523		A-2	1/186
2525		B-2	1/186
2527		B-2	1/186
2529		A-2	1/186
2531		A-2	1/186
<u>PHASE EIGHT</u>			
<u>BUILDING 24</u>	I		
2400		A-1	1/186
2402		A-1	1/186
2404		B-1	1/186
2406		B-1	1/186
2408		A-1	1/186
2410		A-1	1/186
2421		A-2	1/186
2423		A-2	1/186
2425		B-2	1/186
2427		B-2	1/186
2429		A-2	1/186
2431		A-2	1/186
<u>PHASE FOUR</u>			
<u>BUILDING 19</u>	II		
1911		C	1/186
1912		D	1/186
1913		D-1	1/186
1914		D-1	1/186
1915		D	1/186
1916		C	1/186
<u>PHASE TWELVE</u>			
<u>BUILDING 31</u>	III		
3111		C	1/186
3112		D-1	1/186
3113		D-1	1/186
3114		D-1	1/186
3115		D-1	1/186
3116		D-1	1/186
3117		D-1	1/186
3118		C	1/186

EXHIBIT "D"

PAGE 4 OF 4

M
1
10
1070

Public Records of
St. Johns County, FL
Clerk# 02-037816
O.R. 1777 PG 1534
01:47PM 06/28/2002
REC \$41.00 SUR \$5.50

PREPARED BY AND RETURN TO:

JAR
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Building 3200)**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of JUNE 28, 2002, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

Betsy Marie Elzey
Print Name: Betsy Marie Elzey

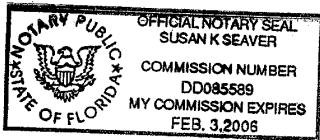
DRUNNA PROPERTIES, INC.,
a Florida corporation

Suzanne O Henderson
Print Name: Suzanne O Henderson

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28 day of JUNE, 2002, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



Susan K Seaver
Notary Public
State of Florida at Large

Print Name: Susan K. SEAVER
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

VISTA COVEDESCRIPTION:PHASE 14

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 73 DEGREES 52 MINUTES 53 SECONDS EAST 69.24 FEET; THENCE NORTH 50 DEGREES 01 MINUTE 48 SECONDS EAST 73.98 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 16.17 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 43 SECONDS EAST 50.22 FEET; THENCE SOUTH 05 DEGREES 02 MINUTES 39 SECONDS EAST 83.42 FEET; THENCE SOUTH 08 DEGREES 23 MINUTES 30 SECONDS EAST 72.98 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 13.16 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 02 SECONDS EAST 35.48 FEET; THENCE SOUTH 26 DEGREES 00 MINUTES 26 SECONDS WEST 27.64 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 27 SECONDS WEST 105.28 FEET; THENCE SOUTH 30 DEGREES 51 MINUTES 17 SECONDS WEST 40.69 FEET; THENCE NORTH 12 DEGREES 13 MINUTES 26 SECONDS WEST 68.39 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 01 SECOND WEST 49.48 FEET; THENCE NORTH 05 DEGREES 42 MINUTES 21 SECONDS EAST 55.19 FEET; THENCE NORTH 17 DEGREES 56 MINUTES 18 SECONDS WEST 55.50 FEET; THENCE NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 5.93 FEET TO THE POINT OF BEGINNING.

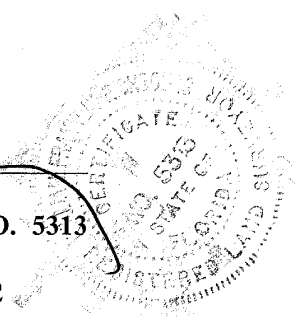
EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 32 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 32, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: JUNE 25, 2002



VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	I		
1100		A-1	1/210
1102		A-2	1/210
1104		B	1/210
1106		B	1/210
1108		A-2	1/210
1110		A-1	1/210
1121		A-1	1/210
1123		A-2	1/210
1125		B	1/210
1127		B	1/210
1129		A-2	1/210
1131		A-1	1/210
<u>BUILDING 12</u>	II		
1211		C	1/210
1212		D	1/210
1213		D	1/210
1214		D	1/210
1215		D	1/210
1216		C	1/210
<u>BUILDING 13</u>	I		
1300		A-1	1/210
1302		A-2	1/210
1304		B	1/210
1306		B	1/210
1308		A-2	1/210
1310		A-1	1/210
1321		A-1	1/210
1323		A-2	1/210
1325		B	1/210
1327		B	1/210
1329		A-2	1/210
1331		A-1	1/210
<u>BUILDING 14</u>	II		
1411		C	1/210
1412		D	1/210
1413		D	1/210
1414		D	1/210
1415		D	1/210
1416		C	1/210
<u>BUILDING 16</u>	I		
1600		A-2	1/210
1602		A-2	1/210
1604		B	1/210
1606		B	1/210
1608		A-2	1/210
1610		A-2	1/210
1621		A-2	1/210
1623		A-2	1/210
1625		B	1/210
1627		B	1/210
1629		A-2	1/210
1631		A-2	1/210

EXHIBIT "D"

PAGE 1 OF 5

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/210
2202		A-2	1/210
2204		B	1/210
2206		B	1/210
2208		A-2	1/210
2210		A-2	1/210
2221		A-2	1/210
2223		A-2	1/210
2225		B	1/210
2227		B	1/210
2229		A-2	1/210
2231		A-2	1/210

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/210
2002		A-1	1/210
2004		B-2	1/210
2006		B-2	1/210
2008		A-1	1/210
2010		A-1	1/210
2021		A-2	1/210
2023		A-2	1/210
2025		B-2	1/210
2027		B-2	1/210
2029		A-1	1/210
2031		A-1	1/210

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/210
1802		A-1	1/210
1804		B-2	1/210
1806		B-2	1/210
1808		A-1	1/210
1810		A-1	1/210
1821		A-2	1/210
1823		A-2	1/210
1825		B-2	1/210
1827		B-2	1/210
1829		A-2	1/210
1831		A-2	1/210

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/210
1502		A-1	1/210
1504		B-2	1/210
1506		B-2	1/210
1508		A-1	1/210
1510		A-1	1/210
1521		A-2	1/210
1523		A-2	1/210
1525		B-2	1/210
1527		B-2	1/210
1529		A-2	1/210
1531		A-2	1/210

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE SEVEN</u>			
<u>BUILDING 21</u>	I		
2100		A-1	1/210
2102		A-1	1/210
2104		B	1/210
2106		B	1/210
2108		A-1	1/210
2110		A-1	1/210
2121		A-1	1/210
2123		A-1	1/210
2125		B	1/210
2127		B	1/210
2129		A-1	1/210
2131		A-1	1/210
<u>PHASE NINE</u>			
<u>BUILDING 28</u>	I		
2800		A-1	1/210
2802		A-1	1/210
2804		B-1	1/210
2806		B-1	1/210
2808		A-1	1/210
2810		A-1	1/210
2821		A-2	1/210
2823		A-2	1/210
2825		B-2	1/210
2827		B-2	1/210
2829		A-2	1/210
2831		A-2	1/210
<u>PHASE TEN</u>			
<u>BUILDING 29</u>	II		
2911		C	1/210
2912		D	1/210
2913		D-1	1/210
2914		D-1	1/210
2915		D	1/210
2916		C	1/210
<u>PHASE ELEVEN</u>			
<u>BUILDING 27</u>	II		
2711		C	1/210
2712		D	1/210
2713		D-1	1/210
2714		D-1	1/210
2715		D	1/210
2716		C	1/210
<u>PHASE SEVENTEEN</u>			
<u>BUILDING 26</u>	II		
2611		C	1/210
2612		D	1/210
2613		D-1	1/210
2614		D-1	1/210
2615		D-1	1/210
2616		D-1	1/210
2617		D	1/210
2618		C	1/210

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>BUILDING 23</u>	II		
2311		C	1/210
2312		D	1/210
2313		D-1	1/210
2314		D-1	1/210
2315		D-1	1/210
2316		D-1	1/210
2317		D	1/210
2318		C	1/210

PHASE EIGHTEEN

<u>BUILDING 25</u>	I		
2500		A-1	1/210
2502		A-1	1/210
2504		B-1	1/210
2506		B-1	1/210
2508		A-1	1/210
2510		A-1	1/210
2521		A-2	1/210
2523		A-2	1/210
2525		B-2	1/210
2527		B-2	1/210
2529		A-2	1/210
2531		A-2	1/210

PHASE EIGHT

<u>BUILDING 24</u>	I		
2400		A-1	1/210
2402		A-1	1/210
2404		B-1	1/210
2406		B-1	1/210
2408		A-1	1/210
2410		A-1	1/210
2421		A-2	1/210
2423		A-2	1/210
2425		B-2	1/210
2427		B-2	1/210
2429		A-2	1/210
2431		A-2	1/210

PHASE FOUR

<u>BUILDING 19</u>	II		
1911		C	1/210
1912		D	1/210
1913		D-1	1/210
1914		D-1	1/210
1915		D	1/210
1916		C	1/210

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		C	1/210
3112		D-1	1/210
3113		D-1	1/210
3114		D-1	1/210
3115		D-1	1/210
3116		D-1	1/210
3117		D-1	1/210
3118		C	1/210

EXHIBIT "D"

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Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>BUILDING 34</u>	I		
3400		A-1	1/210
3402		A-1	1/210
3404		B-1	1/210
3406		B-1	1/210
3408		A-1	1/210
3410		A-1	1/210
3421		A-2	1/210
3423		A-2	1/210
3425		B-2	1/210
3427		B-2	1/210
3429		A-2	1/210
3431		A-2	1/210

PHASE FOURTEEN

<u>BUILDING 32</u>	I		
3200		A-1	1/210
3202		A-1	1/210
3204		B-1	1/210
3206		B-1	1/210
3208		A-1	1/210
3210		A-1	1/210
3221		A-2	1/210
3223		A-2	1/210
3225		B-2	1/210
3227		B-2	1/210
3229		A-2	1/210
3231		A-2	1/210

EXHIBIT "D"
PAGE 5 OF 5

10
7402

Public Records of
St. Johns County, FL
Clerk# 02-047049
O.R. 1798 PG 163
02:42PM 08/13/2002
REC \$41.00 SUR \$5.50

IS
PREPARED BY AND RETURN TO:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, FL 32207

**AMENDMENT TO DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Building 3300)**

This AMENDMENT TO DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of AUGUST 12, 2002, 2002, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is Suite 1, 1725 Masters Drive, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By Declaration of Condominium of Vista Cove, a Condominium, dated March 26, 1998, and recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, and by subsequent amendments thereto (hereinafter collectively referred to as the "Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Declaration all or a part of the real property more particularly described on Exhibit "B" to the Declaration and identified therein as the "Future Phases." Declarant desires to amend the Declaration to add the Future Phase described on Exhibit "A" to this Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Declaration to delete the Exhibit "D" attached to the Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Condominium as of the date set forth above.

WITNESSES:

Walter W. Kelly
Print Name: WALTER W. KELLY

Suzanne D. Henderson
Print Name: Suzanne D. Henderson

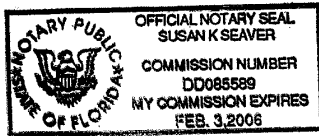
DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: Drury F. McCarthy
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12 day of AUGUST, 2002, by **DRURY F. MCCARTHY**, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



[NOTARIAL SEAL]

Susan K Seaver
Notary Public
State of Florida at Large

Print Name: Susan K Seaver
Commission No: DD085589

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

EXHIBIT "A"

VISTA COVEDESCRIPTION:PHASE 15

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 5.93 FEET; SOUTH 17 DEGREES 56 MINUTES 18 SECONDS EAST 55.50 FEET; SOUTH 05 DEGREES 42 MINUTES 21 SECONDS WEST 55.19 FEET; SOUTH 26 DEGREES 22 MINUTES 01 SECONDS EAST 49.48 FEET; SOUTH 12 DEGREES 13 MINUTES 26 SECONDS EAST 68.39 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 30 DEGREES 51 MINUTES 17 SECONDS EAST 40.69 FEET; THENCE NORTH 76 DEGREES 05 MINUTES 27 SECONDS EAST 105.28 FEET; THENCE NORTH 26 DEGREES 00 MINUTES 26 SECONDS EAST 27.64 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 02 SECONDS WEST 35.48 FEET; THENCE NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 13.16 FEET; THENCE CONTINUING NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 26.15 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 01 SECONDS EAST 26.01 FEET; THENCE SOUTH 60 DEGREES 36 MINUTES 29 SECONDS EAST 98.89 FEET; THENCE MEANDERING SOUTHERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 30 DEGREES 42 MINUTES 11 SECONDS EAST 32.85 FEET; SOUTH 19 DEGREES 29 MINUTES 55 SECONDS EAST 63.12 FEET; SOUTH 24 DEGREES 52 MINUTES 41 SECONDS WEST 44.64 FEET; NORTH 78 DEGREES 11 MINUTES 27 SECONDS WEST 29.10 FEET; SOUTH 34 DEGREES 12 MINUTES 41 SECONDS WEST 28.34 FEET; SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST 29.49 FEET; THENCE CONTINUING SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST, ON THE NORTH EDGE OF A WETLAND, 7.32 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 74 DEGREES 21 MINUTES 10 SECONDS WEST 103.85 FEET; THENCE MEANDERING NORTHWESTERLY ON THE NORTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: NORTH 22 DEGREES 16 MINUTES 05 SECONDS WEST 48.93 FEET; NORTH 42 DEGREES 18 MINUTES 25 SECONDS WEST 42.00; SOUTH 68 DEGREES 22 MINUTES 06 SECONDS WEST 39.82 FEET; NORTH 52 DEGREES 05 MINUTES 26 SECONDS WEST 41.87 FEET TO THE POINT OF BEGINNING.

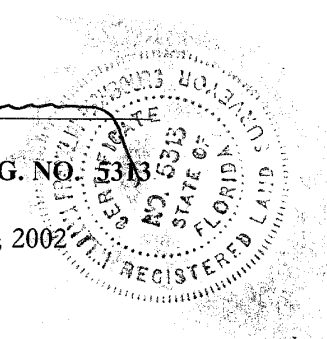
EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 33 of Vista Cove, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1311, page 382, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 33, as depicted in Official Records Book 1311, page 414, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
 WILLIAM F. RICHBOURG
 FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 8/9/2002, 2002



VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE ONE

<u>BUILDING 11</u>	I		
1100		A-1	1/222
1102		A-2	1/222
1104		B	1/222
1106		B	1/222
1108		A-2	1/222
1110		A-1	1/222
1121		A-1	1/222
1123		A-2	1/222
1125		B	1/222
1127		B	1/222
1129		A-2	1/222
1131		A-1	1/222

<u>BUILDING 12</u>	II		
1211		C	1/222
1212		D	1/222
1213		D	1/222
1214		D	1/222
1215		D	1/222
1216		C	1/222

<u>BUILDING 13</u>	I		
1300		A-1	1/222
1302		A-2	1/222
1304		B	1/222
1306		B	1/222
1308		A-2	1/222
1310		A-1	1/222
1321		A-1	1/222
1323		A-2	1/222
1325		B	1/222
1327		B	1/222
1329		A-2	1/222
1331		A-1	1/222

<u>BUILDING 14</u>	II		
1411		C	1/222
1412		D	1/222
1413		D	1/222
1414		D	1/222
1415		D	1/222
1416		C	1/222

<u>BUILDING 16</u>	I		
1600		A-2	1/222
1602		A-2	1/222
1604		B	1/222
1606		B	1/222
1608		A-2	1/222
1610		A-2	1/222
1621		A-2	1/222
1623		A-2	1/222
1625		B	1/222
1627		B	1/222
1629		A-2	1/222
1631		A-2	1/222

EXHIBIT "D"
PAGE 1 OF 5

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	I		
2200		A-2	1/222
2202		A-2	1/222
2204		B	1/222
2206		B	1/222
2208		A-2	1/222
2210		A-2	1/222
2221		A-2	1/222
2223		A-2	1/222
2225		B	1/222
2227		B	1/222
2229		A-2	1/222
2231		A-2	1/222

PHASE TWO

<u>BUILDING 20</u>			
	I		
2000		A-1	1/222
2002		A-1	1/222
2004		B-2	1/222
2006		B-2	1/222
2008		A-1	1/222
2010		A-1	1/222
2021		A-2	1/222
2023		A-2	1/222
2025		B-2	1/222
2027		B-2	1/222
2029		A-1	1/222
2031		A-1	1/222

PHASE THREE

<u>BUILDING 18</u>			
	I		
1800		A-1	1/222
1802		A-1	1/222
1804		B-2	1/222
1806		B-2	1/222
1808		A-1	1/222
1810		A-1	1/222
1821		A-2	1/222
1823		A-2	1/222
1825		B-2	1/222
1827		B-2	1/222
1829		A-2	1/222
1831		A-2	1/222

PHASE SIX

<u>BUILDING 15</u>			
	I		
1500		A-1	1/222
1502		A-1	1/222
1504		B-2	1/222
1506		B-2	1/222
1508		A-1	1/222
1510		A-1	1/222
1521		A-2	1/222
1523		A-2	1/222
1525		B-2	1/222
1527		B-2	1/222
1529		A-2	1/222
1531		A-2	1/222

EXHIBIT "D"
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Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	I		
2100		A-1	1/222
2102		A-1	1/222
2104		B	1/222
2106		B	1/222
2108		A-1	1/222
2110		A-1	1/222
2121		A-1	1/222
2123		A-1	1/222
2125		B	1/222
2127		B	1/222
2129		A-1	1/222
2131		A-1	1/222

PHASE NINE

<u>BUILDING 28</u>	I		
2800		A-1	1/222
2802		A-1	1/222
2804		B-1	1/222
2806		B-1	1/222
2808		A-1	1/222
2810		A-1	1/222
2821		A-2	1/222
2823		A-2	1/222
2825		B-2	1/222
2827		B-2	1/222
2829		A-2	1/222
2831		A-2	1/222

PHASE TEN

<u>BUILDING 29</u>	II		
2911		C	1/222
2912		D	1/222
2913		D-1	1/222
2914		D-1	1/222
2915		D	1/222
2916		C	1/222

PHASE ELEVEN

<u>BUILDING 27</u>	II		
2711		C	1/222
2712		D	1/222
2713		D-1	1/222
2714		D-1	1/222
2715		D	1/222
2716		C	1/222

PHASE SEVENTEEN

<u>BUILDING 26</u>	II		
2611		C	1/222
2612		D	1/222
2613		D-1	1/222
2614		D-1	1/222
2615		D-1	1/222
2616		D-1	1/222
2617		D	1/222
2618		C	1/222

EXHIBIT "D"
PAGE 3 OF 5

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

<u>BUILDING 23</u>	II		
2311		C	1/222
2312		D	1/222
2313		D-1	1/222
2314		D-1	1/222
2315		D-1	1/222
2316		D-1	1/222
2317		D	1/222
2318		C	1/222

PHASE EIGHTEEN

<u>BUILDING 25</u>	I		
2500		A-1	1/222
2502		A-1	1/222
2504		B-1	1/222
2506		B-1	1/222
2508		A-1	1/222
2510		A-1	1/222
2521		A-2	1/222
2523		A-2	1/222
2525		B-2	1/222
2527		B-2	1/222
2529		A-2	1/222
2531		A-2	1/222

PHASE EIGHT

<u>BUILDING 24</u>	I		
2400		A-1	1/222
2402		A-1	1/222
2404		B-1	1/222
2406		B-1	1/222
2408		A-1	1/222
2410		A-1	1/222
2421		A-2	1/222
2423		A-2	1/222
2425		B-2	1/222
2427		B-2	1/222
2429		A-2	1/222
2431		A-2	1/222

PHASE FOUR

<u>BUILDING 19</u>	II		
1911		C	1/222
1912		D	1/222
1913		D-1	1/222
1914		D-1	1/222
1915		D	1/222
1916		C	1/222

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		C	1/222
3112		D-1	1/222
3113		D-1	1/222
3114		D-1	1/222
3115		D-1	1/222
3116		D-1	1/222
3117		D-1	1/222
3118		C	1/222

Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 34</u>	I		
3400		A-1	1/222
3402		A-1	1/222
3404		B-1	1/222
3406		B-1	1/222
3408		A-1	1/222
3410		A-1	1/222
3421		A-2	1/222
3423		A-2	1/222
3425		B-2	1/222
3427		B-2	1/222
3429		A-2	1/222
3431		A-2	1/222

PHASE FOURTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 32</u>	I		
3200		A-1	1/222
3202		A-1	1/222
3204		B-1	1/222
3206		B-1	1/222
3208		A-1	1/222
3210		A-1	1/222
3221		A-2	1/222
3223		A-2	1/222
3225		B-2	1/222
3227		B-2	1/222
3229		A-2	1/222
3231		A-2	1/222

PHASE FIFTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 33</u>	I		
3300		A-1	1/222
3302		A-1	1/222
3304		B-1	1/222
3306		B-1	1/222
3308		A-1	1/222
3310		A-1	1/222
3321		A-2	1/222
3323		A-2	1/222
3325		B-2	1/222
3327		B-2	1/222
3329		A-2	1/222
3331		A-2	1/222

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Prepared by and Return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, #203
Jacksonville, Florida 32207

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
VISTA COVE, A CONDOMINIUM**

This Amended and Restated Declaration of Condominium is made this 8th day of June, 2004, by Drunna Properties, Inc., a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

Vista Cove, a Condominium was established by the Declarant by that Declaration of Condominium of Vista Cove, a Condominium recorded in Official Records Book 1311, page 382 of the Public Records of St. Johns County, Florida, as amended (the "Declaration"). Under paragraph 13.2 of the Declaration, the Declarant reserved the right to amend the Declaration without the joinder of the Association or any Owner to comply with governmental laws, regulations or requirements applicable to the Condominium or to correct errors or inconsistencies in the Declaration. Further, under paragraph 20 of the Declaration, the Declarant reserved the right without the joinder of the Association or any Owner: (a) to add Future Phases to the Condominium; (b) to make non-material changes in the legal descriptions of Future Phases; (c) to modify the plot plan of Future Phases as to building, driveway, parking and other improvement locations, to adjust for setback requirements, soil conditions, wetland jurisdictional areas and other matters affecting construction of improvements; and (d) to modify the plot plan of the Future Phases to change the type of building floor plan to be constructed on each Future Phase, provided that such modifications do not increase the maximum number of residential buildings or the maximum number of Units set forth in paragraph 20.4 of the Declaration.

Furthermore, the Declarant reserved the right under paragraph 20 and paragraph 21 of the Declaration to develop the land constituting the Future Phases either as a part of the Condominium or as another residential project with a shared roadway and utility area identified as the Common Roadway and Facilities.

The Declarant desires to amend and restate the Declaration: (a) to correct errors in legal descriptions and other scrivener's errors or inconsistencies; (b) to make non-material changes in the legal descriptions of Future Phases for the location of stormwater retention ponds and conservation easements required by governmental authorities; (c) to modify the Future Phase plot plans to change building floor plan locations without increasing the maximum number of residential buildings or Units; (d) to show the actual locations of constructed buildings; (e) to submit some Future Phases previously described to the condominium form of ownership; and (f) to modify the Declaration to evidence the Declarant's election to develop the Future Phases as a part of the Condominium and not as a separate residential project, and to delete the Access and Utilities Easement attached to the Declaration as Exhibit "G".

Now therefore, in consideration of the foregoing premises, Declarant hereby amends and restates the Declaration in its entirety as follows:

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. The real property that has been, or which hereby is submitted to the condominium form of ownership in the manner provided in the Condominium Act is described in **Exhibit "A"** hereto. Nothing herein shall be deemed to affect the priority, validity or enforceability of any prior conveyance, grant, lien, mortgage or other encumbrance of the Condominium Property.

1.2 Name and Address. The name of the Condominium is Vista Cove, a Condominium, and its address is 1000 Vista Cove Road, St. Augustine Beach, Florida.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

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

2.2 "Association" means the entity that is responsible for the operation of the Condominium, The Vista Cove Condominium Association, Inc., a not-for-profit Florida corporation, and its successors.

2.3 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.4 "Common Elements" means the portions of the Condominium Property which is not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.

2.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements the cost of carrying out the powers and duties of the Association and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.

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

2.7 "Condominium" means Vista Cove, a Condominium as created by this Declaration, and all amendments to this Declaration.

2.8 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.

2.9 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.

2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and Limited Common Elements, if any, which are appurtenant to the Unit.

2.11 "County" means St. Johns County, Florida.

2.12 "Declarant" means Drunna Properties, Inc., a Florida corporation, having its address at 1725 Masters Drive, Suite 1, St. Augustine, Florida 32084.

2.13 "Declaration" means this Amended and Restated Declaration of Condominium of Vista Cove, a Condominium as the same may be amended from time to time.

2.14 "Easement Agreement" [intentionally deleted]

2.15 "Future Phases" means all or a portion of, or an undivided interest in, those parcels of real property, more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein, that Declarant has reserved the right to submit to the condominium form of ownership as a part of this Condominium as provided in paragraph 20 hereof.

2.16 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders and bankers, the Federal National Mortgage Association, Massachusetts-type or Florida business trusts, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, and the Florida Housing Finance Agency, its successors and/or assigns as the holder of first or second mortgages on portions of the Condominium Property.

2.17 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.

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

2.19 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to

prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.20 "Unit" means a part of the Condominium Property that is to be subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.21 "Unit Owner" or "Owner of Unit" means the record owner of a Condominium Unit.

2.22 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited to electricity, telephone, water, wastewater disposal, gas, cable television and communication systems.

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

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in **Exhibit "A"** and a graphic description of the existing and proposed improvements located thereon are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Attached hereto as **Exhibit "C"** is a certificate of a surveyor authorized to practice in the State of Florida, stating that the Exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, or as to substantially completed buildings within the Condominium, that all planned improvements, including landscaping, Utility Services and access to Units, and Common Element facilities servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and appropriate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property and is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Condominium Property from the Condominium.

(a) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services and drainage to one or more Units or the Common Elements. Provided, however, easements through or across a Unit shall be according to the plans and specifications for construction of the Unit or the building containing the Unit, or as the Unit or building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways that may from time to time exist upon the Common Elements; and a nonexclusive easement for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(d) Declarant. All rights and easements necessary or convenient to complete the development of the Condominium are reserved in the Declarant until such time as Declarant has: (i) completed all of the improvements, including Future Phases, contemplated by this Declaration; (ii) sold all of the Units contained within the Condominium Property, (whether or not unsold Units are being held for sale in the ordinary course of business); and (iii) Declarant has terminated its rights to use unsold Units as a sales office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to easements for ingress and egress, the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant these utility easements to governmental authorities, or public or private utilities companies. These easements are hereby reserved and shall exist

through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

(e) Declaration of Servitude. The Declaration of Access and Utilities Easement formerly attached as Exhibit "G" is hereby deleted.

(f) Future Phase Lands. Non-exclusive perpetual easements for (a) vehicular and pedestrian ingress and egress over those portions of the Condominium Property from time to time improved and intended for such purposes, (b) drainage and retention of storm and surface waters through the Stormwater Management System, and (c) the furnishing of Utility Services are hereby reserved over the Condominium Property (excluding the Units) for the benefit of the Future Phase lands described on **Exhibit "B"** hereto, whether or not the benefitted lands are submitted to the condominium form of ownership under the terms of this Declaration.

(g) Garages. As to building types IV and V as depicted on **Exhibit "B"** hereto, the Unit also includes the garage space identified with the same Unit number on **Exhibit "B"**. The boundaries of the garage space portion of the Unit are determined in the same manner as above.

3.4 Units. Each Unit includes that part of the building in which it is located that lies within the boundaries of the Unit. The boundaries of each Unit are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) Lower - the lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit;

(2) Upper - the upper boundary of a Unit shall be a horizontal plane of the lower surface of the structural slab or other structural component that serves as the ceiling for the Unit;

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes extended to the intersection with each other and with the upper and lower boundaries of the unfinished interior of the walls bounding the Unit.

3.5 Common Elements. The Common Elements include the land and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(a);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The foundation, load bearing walls, structural slabs, columns, girders, beams, and other components contributing to the support of the building, and exterior walls (including windows and glass that form a part of the exterior of the building);

(e) Fire escapes, elevators, elevator doors and equipment, elevator lobbies and common stairways, entrances and exits.

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

(a) Any structure or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches, patios and terraces attached to the Unit;

(b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the perimeter boundaries of the Unit and all replacements and additions thereto;

(c) Covered parking areas that may be designated by Declarant as Limited Common Elements pursuant to the provisions of paragraph 3.7.

(d) All structures, equipment or areas designated as Limited Common Elements on **Exhibit "B"**.

3.7 Covered Parking Spaces.

(a) Designation of Limited Common Element. Declarant reserves the right, but shall not be obligated, to construct garages and/or carports on all or a portion of the areas identified as "Limited Common Element/Covered Parking" on the plot plan of the Condominium attached as **Exhibit "B"** hereto. If Future Phases are added to the Condominium pursuant to paragraph 20 hereof, Declarant reserves the right to unilaterally amend **Exhibit "B"** to identify additional areas within the Future Phases as potential "Limited Common Element/Covered Parking" areas and to invoke the provisions of this paragraph with reference to such additional areas. Declarant further reserves the right to designate individual parking places within such garages or carports (a "Limited Common Element/Covered Parking Space") as a Limited Common Element. The designation shall be evidenced by a written assignment executed by Declarant to a Unit Owner and shall entitle the Unit Owner to the exclusive right to use the Limited Common Element/Covered Parking Space. Declarant shall be entitled to receive the entire amount of any consideration paid by the Unit Owner for such designation and the assignment of the exclusive right to use the parking space.

(b) Transfer. After a parking space has been designated as a Limited Common Element, the exclusive right to use it shall be transferrable by the Unit Owner either in connection with the transfer of his Unit or separately, but if transferred separately, then only to an Owner of another Unit in the Condominium. The Association shall maintain a record of parking spaces designated as Limited Common Elements, and the transfer of such parking spaces by Declarant and Unit Owners. Any transfer of a Unit in which the Owner has received the assignment of the exclusive right to use a Limited Common Element/Covered Parking Space shall be deemed to have also transferred the exclusive right to use the Limited Common Element/Covered Parking Space to the transferee of the Unit, unless the Limited Common Element/Covered Parking Space has been otherwise transferred in accordance with this paragraph, and it shall not be necessary to identify the Limited Common Element Parking Space in the deed or other conveyance document transferring the Unit. Transfers of the exclusive right to use a Limited Common Element/Parking Spaces between Unit Owners in which a transfer of the Unit is not involved, shall be made by a written assignment, a copy of which must be delivered to the Association. It shall not be necessary to record an assignment of the parking space in the Public Records of the County.

(c) Maintenance. The Association shall maintain any garages or carports constructed under the provisions of the paragraph in the same manner it maintains other portions of the Condominium Property. The Association shall annually prepare a budget of maintenance costs, reserves and other expenses related to the garages or carports, the total of which shall be allocated proportionally among the Owners of Units to whom a Limited Common Element/Covered Parking Space has been assigned. The designation of a Limited Common Element/Covered Parking Space as a Limited Common Element shall not modify the undivided share in the Common Elements, Common Expenses or Common Surplus allocated to each Unit. The proportionate share of all such costs shall be the personal obligation of each such Unit Owner and shall be payable to the Association within fifteen (15) days of receipt of an invoice for such costs, together with interest at eighteen percent (18%) per annum, if not paid within fifteen (15) days. The Association shall have all remedies available under Florida law to collect from each such Unit Owner all sums payable under this paragraph. Additionally, the Association shall have the right to terminate a Unit Owner's exclusive right to use a Limited Common Element/Covered Parking Space, if all delinquent sums are not paid within twenty (20) days of the Association's notice of intent to terminate. Upon such termination, the Unit Owner shall forfeit all rights to the exclusive right to use the parking space and any consideration previously paid, and the exclusive right to use shall automatically transfer to the Association. The Association shall have the right to assign the exclusive right to use the parking space to a Unit Owner and to receive the entire amount of consideration paid for the assignment.

3.8 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the size, elevations, square footage, interior design and exterior appearance, style and arrangement of all the Units, and to alter the boundaries between Units or the Common Elements, so long as Declarant owns the Units so altered. No such change, except as it may relate to the addition of Future Phases, if any, shall increase the number of Units without an amendment of this Declaration approved by the Unit Owners, and Institutional First Mortgagees in the manner elsewhere provided. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, except that changes in the elevations, interior design, or exterior appearance, style or arrangement of the Units need not be reflected by an amendment to this Declaration. If more than one Unit is concerned, the Declarant shall apportion between the Units the shares in the Common Elements and Common Expenses that are appurtenant to the Units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the addition of the Future Phase or the designation of Limited Common Element areas, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights (except as the same may result from the addition of Future Phases, if any, contemplated by this Declaration), unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses. An equal undivided fractional share in the Common Elements, Common Expenses and Common Surplus has been allocated to each Unit, and are set forth in **Exhibit "D"**. As Future Phases are added to the Condominium, the fractional share allocated to each Unit will change based on the following formula: Each Unit's Fractional Share equals one (1) divided by the cumulative number of Units submitted to the condominium form of ownership.

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

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements and the expenses associated therewith shall be designated a Common Expense.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five (75%) percent of the undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

(c) Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but

not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All conduits, ducts, plumbing, wiring, chimneys, chimney flues, stovepipes and other facilities for the furnishing of Utility Services, heating, air-conditioning or ventilation contained in the 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.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(4) The Association shall contract with a licensed pest control operator to provide regular treatment for the control of household pests.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace, and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit or Limited Common Elements specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to, all doors, windows, glass, screens, electric panels, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, interior surfaces of all walls, floors and ceilings. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located (including changes in paint or stain color) without the prior written approval of the Association.

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

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect the Unit and, if needed, to perform the maintenance, repair or replacement activities for which the Association is responsible, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

5.3. Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. The foregoing includes by way of example:

(a) The Association shall be responsible for the maintenance of water, sewer, telephone and electric lines and facilities located within off-site utility easements granted for the benefit of the Condominium Property under the Easement Agreement or otherwise, which are not maintained by the utility companies providing such utility services; and

(b) The Owner shall be responsible for the maintenance of utility facilities, such as electric panels that may be located within the Common Elements of the Condominium, but which serve his Unit only.

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

6.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit during the Unit Owner's period of ownership.

6.2 Payments. Assessments and installments thereon paid on or before fifteen (15) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before fifteen (15) days after the same are due shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor to be less than twelve (12%) percent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare all assessments or installments thereon payable during the next following three (3) month period to be immediately due and payable in full.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit may be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an Institutional Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments pertaining to such Unit or chargeable to the former owner of such Unit which become due prior to acquisition of title in the manner above provided, except as provided in the Condominium Act. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Declarant's Obligation to Pay Assessments. Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment, except that the Declarant or its successor in interest owning Condominium Units for sale shall be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. Declarant has elected not to guarantee assessments and accordingly Declarant pays assessments on Declarant owned Units in the same manner as other Unit Owners.

6.5 Surface Water or Stormwater Management System. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System(s) including but not limited to work within retention areas, drainage structures and drainage easements.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "E"**.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "F"**. Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights in the Association.

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

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships, or other possessory or use interests in lands or facilities, that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for the contemplated agreements and interests described in paragraph 21 hereof, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has 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 portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be covered by the following provisions:

8.1 Authority of Association to Purchase. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance to mortgagees and all insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. Each Unit Owner shall obtain condominium unit owner's insurance coverage (including insurance for improvements and betterments to the Unit made or acquired at the expense of the Owner) at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Such insurance should insure floor coverings, wall coverings and ceiling coverings within the Unit and shall provide that the coverage afforded is excess coverage over the amount recoverable under any other policy covering the same property. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Owners. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All improvements located on the Common Elements or for which the Association is responsible for maintenance and repair, and all personal property owned by the Association or included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. Comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than \$1,000,000.00 per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Workmen's Compensation. The Association shall carry workmen's compensation coverage necessary to meet the requirements of law.

(d) Fidelity Bonds. Fidelity bonds shall be obtained by the Association for all persons handling, controlling or disbursing the Association's funds in accordance with the requirements of the Condominium Act. To the extent any of the duties have been delegated to a management company contracting with the Association, the Association shall require the employees of such company performing these duties to likewise be bonded. The amount of such bonds shall be determined by the Directors but shall not be less than a reasonable estimate of the sum of three months' aggregate assessments on all Units managed by the Association or said management company plus reserve funds. The premiums on the bonds shall be paid by the Association, unless the management company provides the bonds as part of its services.

(e) Other. The Association may, at its option, purchase and maintain in force at all times demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The premium therefor shall be paid for out of the assessments levied against all the Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and decision not to rebuild. The Association may also purchase and maintain fidelity bonds, insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums thereon to be paid for from the assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds in excess of Twenty Five Thousand Dollars (\$25,000) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Twenty Five Thousand Dollars (\$25,000), then the Board of Directors of the Association, acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on **Exhibit "D"** attached hereto.

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

(1) 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, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on **Exhibit "D"**.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b)(1) and (2).

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

(a) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then all expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

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

(d) Certificate. In making distribution to Unit Owners, the Insurance Trustee, if other than the Board of Directors, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of current Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

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

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety (90%) percent of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five (75%) percent of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety (90%) percent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five (75%) percent of the Owners of the Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not,

then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the building, by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all Unit Owners in the case of damage to Common Elements in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association for assessments against Unit Owners for Common Element repairs shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

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

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

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in the state and employed by the Association to supervise the work.

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

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

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

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property, if such use involves the regular attendance or entry of non-residents to the Unit or otherwise diminishes the residential character of the Condominium. The letting, renting, or leasing of Units for residential purposes shall not constitute a trade or business.

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

10.3 Leasing. Entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the initial lease term is not less than thirty (30) days. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, each Unit Owner renting his or her Unit shall post with the Association a security deposit in an amount from time to time established by the Board of Directors, but not to exceed one month's rent for the Unit to secure the Owner's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.5 Wetlands. No boating, fishing, swimming or bathing is permitted in or on the ponds, lakes or wetlands located on the Condominium Property.

10.6 Construction Matters. In the event a Unit Owner shall elect to install tile flooring in any portion of his Unit, sound insulating materials, such as cork flooring, shall be installed under the tile. No outdoor carpeting may be installed on any porch, balcony, deck or patio appurtenant to a Condominium Unit.

10.7 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and sell the Units, including the right to use Units owned by it as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

11.1 Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association, or other Unit Owners to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration, the By-Laws and Rules and Regulations of the Association, by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and 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.

12.4 No Waiver of Rights. The failure of the Declarant, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13. Amendments.

13.1 General. Subject to paragraph 20 and the other provisions of the Declaration relative to amendment, this Declaration may be amended in the manner provided in the Condominium Act, as the same may from time to time be amended or modified; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. As long as the Declarant shall hold fee simple title to any Unit, the Declarant may amend this Declaration, to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make or guarantee loans for the development of the Condominium, or to make, guarantee, or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon;

provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit, or change the size or dimensions of any Unit not owned by the Declarant.

13.3 Proviso. Provided however, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, unless the record Owner of the Unit concerned and at least fifty-one percent (51%) of the Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof shall join in the execution of the amendment, and unless all the record Owners of all other Units approve the amendment. Neither shall an amendment of this Declaration make any change in Section 8 or 9 unless at least fifty-one percent (51%) of the Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof consent to or join in the execution of the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws requires the consent, joinder or approval of any amendment by a Unit Owner or the owner or holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed.

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.

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

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof.

14.2 Total Destruction or Taking of the Buildings. If all of the buildings, as a result of common casualty are damaged within the meaning of 9.1(b)(2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The shares of such tenants in common shall be as shown on **Exhibit "D"** attached hereto.

14.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests in the Association.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of any first mortgage on a Unit who requests in writing to the Association for the items provided in this paragraph shall have the following rights:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within sixty (60) days following the end of each fiscal year.

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and ByLaws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

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

17. Intent. It is the intent of the Declarant to create a condominium pursuant to Chapter 718, Florida Statutes, and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the Condominium herein created by this Declaration shall fail in any respect to comply with Chapter 718, Florida Statutes, then the common law as the same exists on the filing date of said Declaration shall apply. The condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the By-laws attached hereto as **Exhibit "F"**, and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

20. Phased Development. The Declarant reserves the right, but shall not have the obligation, to develop in one or more additional phases and hereafter to submit in the sequence determined by Declarant to the condominium form of ownership under the terms and conditions of this Declaration and the Condominium Act, all or part of the real property more particularly described in **Exhibit "B"** attached to this Declaration and identified therein as the "Future Phases". Declarant reserves the right without the consent of any person or entity to make non-material changes in the legal description of a phase and to amend the provisions of this paragraph and the phase plan attached hereto as **Exhibit "B"**, provided that the amendments are consistent with the provisions of Section 718.403(6) of the Condominium Act. The enumeration of phases in **Exhibit "B"** shall not be determinative of the sequence in which phases are added to the Condominium, and Declarant may submit phases in any sequence it determines. Timeshare estates shall not be created with respect to Units in any phase of the Condominium.

20.1 Procedure. A Future Phase shall become part of this Condominium upon the election of the Declarant and the recordation of an amendment to this Declaration, executed only by Declarant, extending the terms and conditions of this Declaration to the Future Phase, without the consent of any person or entity, except the consent of the Department of Veterans Affairs ("VA") shall be required if the VA is then guaranteeing any mortgages encumbering Units and the addition of the Future Phase(s) does not substantially conform to the phased development plan described herein.

20.2 Future Phase Descriptions. A plot plan and survey showing the approximate location of the improvements located on each Future Phase are also set forth in **Exhibit "B"**. Declarant reserves the right to modify the plot plan as to building, driveway, parking and other improvement locations, to adjust for setback requirements, soil conditions, wetlands jurisdictional areas, and other matters affecting the construction of the improvements. Declarant further reserves the right to modify the plot plan to change the type of building floorplan to be constructed on each phase, subject however, to the overall limitation set forth in paragraph 20.4 hereof as to the maximum number of residential buildings and maximum number of Units within the Condominium.

20.3 Impact. The impact of the completion of Future Phase upon the Condominium created by this Declaration will be to cause the Future Phase land and improvements located thereon to be owned jointly by the Owners of this Condominium as Common Elements. As to the Condominium, the addition of the Future Phases will: a) increase the members of the Association; b) increase the number Units in the Condominium and the number of Units using the common facilities; c) reduce an Owner's fractional undivided share of the Common Elements and the Common Expenses as described below; and d) reduce an Owner's fractional share of the cost of maintaining the recreational facilities and other portions of the Common Elements.

20.4 Unit and Building Descriptions. If all Future Phases are added, the maximum number of buildings containing Units will be thirty-four (34) and the maximum number of Units will be three hundred eighteen (318). The minimum and maximum number of Units to be included in each phase is set forth in **Exhibit "B"** on the page entitled "Description of Future Phases". As to all Future Phases, the minimum size of a Unit shall be approximately 1,000 square feet and maximum size of a Unit shall be approximately 1,700 square feet.

20.5 Undivided Share of Common Elements, Common Expenses and Common Surplus. As each Future Phase is added, the undivided share of Common Elements, Common Expenses and Common Surplus of the Units in the Condominium and the Units of Future Phases that have been previously added to the Condominium, shall be recalculated using the following formula: Each Unit's fractional share equals one (1) divided by the cumulative number of Units submitted to the condominium form of ownership.

20.6 Addition of Phases. Declarant's right to unilaterally add the Future Phase to this Condominium expires seven (7) years from the initial recording date of the Declaration of Condominium of Vista Cove, a Condominium.

20.7 No Encumbrance. The provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party of any right, claim or interest in any Future Phase until, if the Declarant so elects, such Future Phase is added to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the area of the Future Phase as added.

20.8 Recreational Facilities and Areas. The recreational areas and facilities described on **Exhibit "B"** of this Declaration and the personal property described in the Declarant's Public Offering Statement will be owned as Common Elements by all Unit Owners, including Owners of Units in Future Phases. The Declarant does not intend to add any additional recreational areas or facilities if the Future Phases are added.

[signatures begin on the next page]

IN WITNESS WHEREOF, the Declarant has executed this Amended and Restated Declaration of Condominium as of the date first set forth above.

Signed, sealed and delivered in the presence of:

DRUNNA PROPERTIES, INC., a Florida corporation

[Signature]

Print Name: SUSAN K. SEAVOR

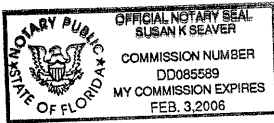
By: *[Signature]*
Drury F. McCarthy, Its President

[Signature]

Print Name: BERT C. SIMON

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of June, 2004, by Drury F. McCarthy, as President of Drunna Properties, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
at Large

Susan K. Seavor
Print Name
My commission expires: FEB 3, 2004
My commission number is: DD 085589

EXHIBIT LIST

- Exhibit "A" Legal Description of Condominium Property
- Exhibit "B" Legal Description of Future Phases and Graphic Description
- Exhibit "C" Surveyor's Certificate
- Exhibit "D" Undivided Fractional Share in Common Elements, Common Expenses and
Common Surplus
- Exhibit "E" Articles of Incorporation
- Exhibit "F" By Laws
- Exhibit "G" Intentionally Deleted

42000-9.doc June 17, 2004

VISTA COVE, A CONDOMINIUM
LEGAL DESCRIPTIONPHASE 1

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOTS 8 AND 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 16.30 FEET; THENCE NORTH 62 DEGREES 45 MINUTES 11 SECONDS EAST 83.93 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 21 SECONDS EAST 29.65 FEET; THENCE SOUTH 36 DEGREES 20 MINUTES 12 SECONDS EAST 60.93 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 25 SECONDS EAST 31.11 FEET; THENCE SOUTH 35 DEGREES 21 MINUTES 00 SECONDS EAST 116.40 FEET; THENCE SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST, ON THE NORTHWEST EDGE OF WETLAND, 33.35 FEET; THENCE SOUTH 54 DEGREES 29 MINUTE 16 SECONDS WEST, ON SAID EDGE OF WETLAND, 90.89 FEET; THENCE SOUTH 42 DEGREES 52 MINUTES 02 SECONDS WEST, ON SAID EDGE OF WETLAND, 56.34 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 44 SECONDS WEST 114.84 FEET; THENCE NORTH 85 DEGREES 57 MINUTES 28 SECONDS WEST 57.17 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 45 SECONDS EAST 104.03 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 08 SECONDS WEST 46.76 FEET; THENCE NORTH 86 DEGREES 19 MINUTES 09 SECONDS WEST 108.15 FEET; THENCE SOUTH 28 DEGREES 25 MINUTES 17 SECONDS WEST 31.35 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 52 SECONDS WEST 81.50 FEET; THENCE SOUTH 45 DEGREES 23 MINUTES 14 SECONDS WEST 39.01 FEET; THENCE MEANDERING ON THE NORTHEASTERLY AND NORTHERLY EDGES OF A WETLAND THE FOLLOWING COURSES: NORTH 26 DEGREES 53 MINUTES 09 SECONDS WEST 42.88 FEET; NORTH 35 DEGREES 22 MINUTES 19 SECONDS WEST 50.68 FEET; NORTH 41 DEGREES 38 MINUTES 32 SECONDS WEST 44.39 FEET; NORTH 85 DEGREES 01 MINUTE 20 SECONDS WEST 66.99 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 17.05 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 06 SECONDS EAST 164.08 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 105.47 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 06 SECONDS WEST 203.94 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 54 SECONDS EAST 117.44 FEET;

THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 17 DEGREES 53 MINUTES 11 SECONDS WEST 43.80 FEET; SOUTH 32 DEGREES 12 MINUTES 55 SECONDS WEST 31.67 FEET; SOUTH 05 DEGREES 55 MINUTES 53 SECONDS EAST 40.60 FEET; SOUTH 26 DEGREES 00 MINUTES 35 SECONDS WEST 46.88 FEET; SOUTH 15 DEGREES 54 MINUTES 00 SECONDS EAST 36.99 FEET; SOUTH 21 DEGREES 22 MINUTES 38 SECONDS EAST 24.38 FEET; SOUTH 35 DEGREES 48 MINUTES 47 SECONDS EAST 32.51 FEET; SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 36.05 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 94.46 FEET; THENCE SOUTH 01 DEGREE 31 MINUTES 31 SECONDS WEST 87.12 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 183.74 FEET; THENCE SOUTH 61 DEGREES 13 MINUTES 31 SECONDS WEST 51.92 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 13.04 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 73.72 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 30 SECONDS WEST 41.81 FEET TO THE POINT OF BEGINNING.

PHASE 2

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREE 14 MINUTES 14 SECONDS EAST, ON SAID NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 164.23 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 10 DEGREES 48 MINUTES 41 SECONDS EAST 15.10 FEET; SOUTH 75 DEGREES 28 MINUTES 00 SECONDS EAST 23.56 FEET; SOUTH 33 DEGREES 26 MINUTES 50 SECONDS EAST 30.61 FEET; SOUTH 38 DEGREES 19 MINUTES 06 SECONDS EAST 30.13 FEET; SOUTH 09 DEGREES 23 MINUTES 37 SECONDS WEST 32.35 FEET; SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST 46.12 FEET; SOUTH 23 DEGREES 19 MINUTES 36 SECONDS EAST 39.18 FEET; SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 3.36 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 62 DEGREES 46 MINUTES 00 SECONDS WEST 47.38 FEET; THENCE SOUTH 06 DEGREES 32 MINUTES 55 SECONDS WEST 27.76 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 45 SECONDS EAST 50.79 FEET; THENCE SOUTH 62 DEGREES 45 MINUTES 11 SECONDS WEST 83.93 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 08 SECONDS WEST 16.30 FEET; THENCE NORTH 09 DEGREES 25 MINUTES 24 SECONDS EAST 51.08 FEET; THENCE NORTH 11 DEGREES 01 MINUTE 10 SECONDS WEST 34.66 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF NORTH 35 DEGREES 12 MINUTES 53 SECONDS WEST AND CHORD DISTANCE OF 206.68 FEET); THENCE NORTH 01 DEGREE 45 MINUTES 46 SECONDS WEST 62.68 FEET TO THE POINT OF BEGINNING.

PHASE 3

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST 168.85 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 00 SECONDS WEST, ON EAST EDGE OF WETLAND, 24.27 FEET; THENCE NORTH 08 DEGREES 08 MINUTES 42 SECONDS WEST, ON SAID EDGE OF WETLAND, 27.01 FEET; THENCE NORTH 45 DEGREES 23 MINUTES 14 SECONDS EAST 39.01 FEET; THENCE NORTH 03 DEGREES 10 MINUTE 52 SECONDS EAST 81.50 FEET; THENCE NORTH 28 DEGREES 25 MINUTES 17 SECONDS EAST 31.35 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST 108.15 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 08 SECONDS EAST 46.76 FEET TO THE POINT OF BEGINNING.

PHASE 4

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON THE EAST EDGE OF WETLAND, 22.89 FEET; THENCE NORTH 16 DEGREES 12 MINUTES 57 SECONDS WEST, ON SAID EDGE OF WETLAND, 49.17 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 37.60 FEET; THENCE NORTH 15 DEGREES 48 MINUTE 37 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.37 FEET; THENCE NORTH 06 DEGREES 06 MINUTES 24 SECONDS WEST, ON SAID EDGE OF WETLAND, 29.47 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST 168.85 FEET TO THE POINT OF BEGINNING.

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PHASE 5

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 57 MINUTES 28 SECONDS EAST 57.17 FEET; THENCE SOUTH 35 DEGREES 42 MINUTES 44 SECONDS EAST 114.84 FEET; THENCE SOUTH 12 DEGREES 42 MINUTES 57 SECONDS WEST, ON THE WEST EDGE OF A WETLAND, 31.46 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 24 SECONDS EAST, ON SAID EDGE OF WETLAND, 40.62 FEET; THENCE SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST, ON SAID EDGE OF WETLAND, 41.83 FEET; THENCE SOUTH 47 DEGREES 02 MINUTES 16 SECONDS WEST 68.70 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 85.70 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 08 SECONDS EAST 115.77 FEET; THENCE NORTH 02 DEGREES 51 MINUTE 14 SECONDS WEST 57.32 FEET; THENCE CONTINUING NORTH 02 DEGREES 51 MINUTES 14 SECONDS WEST 44.59 FEET; THENCE NORTH 04 DEGREES 00 MINUTES 20 SECONDS EAST 22.60 FEET TO THE POINT OF BEGINNING.

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A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 51.92 FEET; THENCE CONTINUING NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 183.74 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 31 SECONDS EAST 87.12 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 94.46 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING ON THE WESTERLY, SOUTHERLY, EASTERLY AND NORTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 19.97 FEET; SOUTH 77 DEGREES 01 MINUTES 59 SECONDS EAST 30.64 FEET; SOUTH 31 DEGREES 55 MINUTES 00 SECONDS EAST 69.12 FEET; SOUTH 18 DEGREES 14 MINUTES 17 SECONDS WEST 27.49 FEET; SOUTH 20 DEGREES 06 MINUTES 27 SECONDS WEST 45.22 FEET; SOUTH 35 DEGREES 09 MINUTES 27 SECONDS WEST 21.70 FEET; SOUTH 45 DEGREES 56 MINUTES 04 SECONDS WEST 37.60 FEET; SOUTH 10 DEGREES 05 MINUTES 06 SECONDS WEST 47.86 FEET; SOUTH 06 DEGREES 54 MINUTES 15 SECONDS WEST 32.39 FEET; SOUTH 16 DEGREES 39 MINUTES 39 SECONDS EAST 49.31 FEET; SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST 24.23 FEET; SOUTH 72 DEGREES 15 MINUTES 23 SECONDS WEST 17.66 FEET; SOUTH 23 DEGREES 04 MINUTES 11 SECONDS WEST 23.62 FEET; SOUTH 35 DEGREES 47 MINUTES 11 SECONDS EAST 71.19 FEET; SOUTH 19 DEGREES 26 MINUTES 29 SECONDS EAST 52.06 FEET; SOUTH 60 DEGREES 41 MINUTES 57 SECONDS EAST 33.81 FEET; SOUTH 86 DEGREES 18 MINUTES 08 SECONDS EAST 23.18 FEET; NORTH 65 DEGREES 21 MINUTES 02 SECONDS EAST 15.40 FEET; NORTH 64 DEGREES 32 MINUTES 22 SECONDS EAST 25.42 FEET; NORTH 60 DEGREES 00 MINUTES 42 SECONDS EAST 24.33 FEET; SOUTH 78 DEGREES 59 MINUTES 35 SECONDS EAST 17.12 FEET; NORTH 73 DEGREES 31 MINUTES 30 SECONDS EAST 22.27 FEET; NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST 42.40 FEET; NORTH 34 DEGREES 11 MINUTES 29 SECONDS EAST 40.21 FEET; NORTH 62 DEGREES 46 MINUTES 11 SECONDS EAST 33.89 FEET; NORTH 57 DEGREES 30 MINUTES 59 SECONDS EAST 37.07 FEET; NORTH 70 DEGREES 22 MINUTES 26 SECONDS EAST 30.00 FEET; NORTH 06 DEGREES 07 MINUTES 13 SECONDS WEST 33.64 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 10.42 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 6.06 FEET; NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST 51.92 FEET; NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST 36.91 FEET; NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST 45.98 FEET; NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST 43.30 FEET; NORTH 56 DEGREES 51 MINUTES 51 SECONDS WEST 25.19 FEET; NORTH 18 DEGREES 07 MINUTES 23 SECONDS WEST 38.27 FEET; NORTH 57 DEGREES 01 MINUTES 30 SECONDS WEST 30.42 FEET; NORTH 16 DEGREES 15 MINUTES 34 SECONDS WEST 28.63 FEET; NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST 13.90 FEET; NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST 22.89 FEET; NORTH 16 DEGREES 12 MINUTES 57 SECONDS WEST 49.17 FEET; NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST 37.60 FEET; NORTH 15 DEGREES 48 MINUTES 37 SECONDS WEST 38.37 FEET; NORTH 06 DEGREES 06 MINUTES 24 SECONDS WEST 29.47 FEET; NORTH 35 DEGREES 31 MINUTES 00 SECONDS WEST 24.27 FEET;

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NORTH 08 DEGREES 08 MINUTES 42 SECONDS WEST 27.01 FEET; NORTH 26 DEGREES 53 MINUTES 09 SECONDS WEST 42.88 FEET; NORTH 35 DEGREES 22 MINUTES 19 SECONDS WEST 50.68 FEET; NORTH 41 DEGREES 38 MINUTES 32 SECONDS WEST 44.39 FEET; NORTH 85 DEGREES 01 MINUTES 20 SECONDS WEST 66.99 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 17.05 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 06 SECONDS EAST 164.08 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 54 SECONDS WEST 105.47 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 06 SECONDS WEST 203.94 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 54 SECONDS EAST 117.44 FEET; THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 17 DEGREES 53 MINUTES 11 SECONDS WEST 43.80 FEET; SOUTH 32 DEGREES 12 MINUTES 55 SECONDS WEST 31.67 FEET; SOUTH 05 DEGREES 55 MINUTES 53 SECONDS EAST 40.60 FEET; SOUTH 26 DEGREES 00 MINUTES 35 SECONDS WEST 46.88 FEET; SOUTH 15 DEGREES 54 MINUTES 00 SECONDS EAST 36.99 FEET; SOUTH 21 DEGREES 22 MINUTES 38 SECONDS EAST 24.38 FEET; SOUTH 35 DEGREES 48 MINUTES 47 SECONDS EAST 32.51 FEET; SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 36.05 FEET TO THE POINT OF BEGINNING.

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A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST AND IN LAND EAST OF THE MEANDER LINE ON THE EASTERLY SIDE OF SAID GOVERNMENT LOT 4, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE CONTINUING NORTH 88 DEGREE 14 MINUTES 14 SECONDS EAST, ON SAID NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 164.23 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 10 DEGREES 48 MINUTES 41 SECONDS EAST 15.10 FEET; SOUTH 75 DEGREES 28 MINUTES 00 SECONDS EAST 23.56 FEET; SOUTH 33 DEGREES 26 MINUTES 50 SECONDS EAST 30.61 FEET; SOUTH 38 DEGREES 19 MINUTES 06 SECONDS EAST 30.13 FEET; SOUTH 09 DEGREES 23 MINUTES 37 SECONDS WEST 32.35 FEET; SOUTH 18 DEGREES 40 MINUTES 36 SECONDS EAST 46.12 FEET; SOUTH 23 DEGREES 19 MINUTES 36 SECONDS EAST 39.18 FEET; SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 3.36 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING SOUTHERLY, EASTERLY AND SOUTHWESTERLY ON THE EDGE OF A WETLAND ON THE FOLLOWING COURSES: SOUTH 18 DEGREES 00 MINUTES 42 SECONDS EAST 30.81 FEET; SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST 46.63 FEET; NORTH 41 DEGREES 38 MINUTES 27 SECONDS EAST 49.02 FEET; NORTH 09 DEGREES 14 MINUTES 09 SECONDS WEST 37.04 FEET; NORTH 52 DEGREES 18 MINUTES 24 SECONDS EAST 15.08 FEET; SOUTH 73 DEGREES 08 MINUTES 52 SECONDS EAST 46.20 FEET; SOUTH 68 DEGREES 58 MINUTES 40 SECONDS EAST 40.09 FEET; NORTH 74 DEGREES 25 MINUTES 29 SECONDS EAST 42.55 FEET; NORTH 68 DEGREES 14 MINUTES 12 SECONDS EAST 45.12 FEET; SOUTH 24 DEGREES 41 MINUTES 00 SECONDS EAST 25.96 FEET; SOUTH 02 DEGREES 56 MINUTES 53 SECONDS EAST 34.45 FEET; SOUTH 07 DEGREES 46 MINUTES 44 SECONDS WEST 33.26 FEET; SOUTH 24 DEGREES 50 MINUTES 58 SECONDS WEST 33.66 FEET; SOUTH 20 DEGREES 24 MINUTES 00 SECONDS WEST 34.11 FEET; SOUTH 27 DEGREES 28 MINUTES 13 SECONDS WEST 27.89 FEET; SOUTH 49 DEGREES 13 MINUTES 56 SECONDS WEST 34.59 FEET; SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST 32.85 FEET; SOUTH 42 DEGREES 53 MINUTES 13 SECONDS WEST 30.08 FEET; SOUTH 58 DEGREES 22 MINUTES 05 SECONDS WEST 37.46 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 35 DEGREES 21 MINUTES 00 SECONDS WEST 116.40 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES 25 SECONDS WEST 31.11 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 12 SECONDS WEST 60.93 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 21 SECONDS WEST 29.65 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 45 SECONDS WEST 50.79 FEET; THENCE NORTH 06 DEGREES 32 MINUTES 55 SECONDS EAST 27.76 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 00 SECONDS EAST 47.38 FEET TO THE POINT OF BEGINNING.

PHASE 8

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 85.70 FEET; THENCE NORTH 47 DEGREES 02 MINUTES 16 SECONDS EAST 68.70 FEET; THENCE MEANDERING ON THE SOUTHWESTERLY AND WESTERLY EDGES OF A WETLAND THE FOLLOWING COURSES: SOUTH 24 DEGREES 35 MINUTES 07 SECONDS EAST 14.04 FEET; SOUTH 51 DEGREES 15 MINUTES 16 SECONDS EAST 40.07 FEET; SOUTH 65 DEGREES 51 MINUTES 41 SECONDS EAST 37.10 FEET; SOUTH 57 DEGREES 58 MINUTES 55 SECONDS EAST 32.19 FEET; SOUTH 63 DEGREES 07 MINUTES 23 SECONDS EAST 42.06 FEET; SOUTH 29 DEGREES 24 MINUTES 59 SECONDS EAST 48.41 FEET; SOUTH 22 DEGREES 08 MINUTES 18 SECONDS WEST 47.37 FEET; SOUTH 22 DEGREES 51 MINUTES 31 SECONDS EAST 36.72 FEET; SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST 29.62 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, NORTH 58 DEGREES 50 MINUTES 31 SECONDS WEST 120.88 FEET; THENCE SOUTH 80 DEGREES 52 MINUTES 40 SECONDS WEST 96.19 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 33 SECONDS WEST 64.27 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 06 SECONDS WEST 77.66 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 51 SECONDS WEST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 25.19 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 23 SECONDS WEST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE NORTH 57 DEGREES 01 MINUTE 30 SECONDS WEST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE NORTH 16 DEGREES 15 MINUTES 34 SECONDS WEST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 13 SECONDS WEST, ON SAID EDGE OF WETLAND, 13.90 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 50 SECONDS EAST 119.18 FEET TO THE POINT OF BEGINNING.

PHASE 9

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61 FEET 13 MINUTES 31 SECONDS EAST 51.92 FEET; THENCE SOUTH 79 DEGREES 04 MINUTES 18 SECONDS EAST 95.00 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 17 SECONDS EAST 59.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 54 SECONDS EAST 36.38 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 29 SECONDS EAST 93.30 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 27 SECONDS EAST 51.87 FEET; THENCE MEANDERING SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 45 DEGREES 56 MINUTES 04 SECONDS WEST 37.60 FEET; SOUTH 10 DEGREES 05 MINUTES 06 SECONDS WEST 47.86 FEET; SOUTH 06 DEGREES 54 MINUTES 15 SECONDS WEST 32.39 FEET; SOUTH 16 DEGREES 39 MINUTES 39 SECONDS EAST 49.31 FEET; SOUTH 11 DEGREES 08 MINUTES 32 SECONDS WEST 24.23 FEET; SOUTH 72 DEGREES 15 MINUTES 23 SECONDS WEST 17.66 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 70 DEGREES 22 MINUTES 30 SECONDS WEST 15.36 FEET; THENCE NORTH 84 DEGREES 40 MINUTES 44 SECONDS WEST 43.02 FEET; THENCE SOUTH 60 DEGREES 05 MINUTES 51 SECONDS WEST 77.87 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 04 SECONDS WEST 45.58 FEET; THENCE CONTINUING NORTH 78 DEGREES 35 MINUTES 04 SECONDS WEST 24.45 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 203.45 FEET TO THE POINT OF BEGINNING.

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PHASE 10

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 51.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61 DEGREES 13 MINUTES 31 SECONDS EAST 183.74 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 31 SECONDS EAST 87.12 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 94.46 FEET; THENCE MEANDERING ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 38 DEGREES 11 MINUTES 30 SECONDS EAST 19.97 FEET; SOUTH 77 DEGREES 01 MINUTE 59 SECONDS EAST 30.64 FEET; SOUTH 31 DEGREES 55 MINUTES 00 SECONDS EAST 69.12 FEET; SOUTH 18 DEGREES 14 MINUTES 17 SECONDS WEST 27.49 FEET; SOUTH 20 DEGREES 06 MINUTES 27 SECONDS WEST 45.22 FEET; SOUTH 35 DEGREES 09 MINUTES 27 SECONDS WEST 21.70 FEET; THENCE, LEAVING THE EDGE OF THE WETLAND, SOUTH 83 DEGREES 59 MINUTES 27 SECONDS WEST 51.87 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 29 SECONDS WEST 93.30 FEET; THENCE SOUTH 05 DEGREES 30 MINUTES 54 SECONDS WEST 36.38 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 17 SECONDS WEST 59.00 FEET; THENCE NORTH 79 DEGREES 04 MINUTES 18 SECONDS WEST 95.00 FEET TO THE POINT OF BEGINNING.

PHASE 11

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK.11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 45.58 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 51 SECONDS EAST 77.87 FEET; THENCE SOUTH 84 DEGREES 40 MINUTES 44 SECONDS EAST 43.02 FEET; THENCE NORTH 70 DEGREES 22 MINUTES 30 SECONDS EAST 15.36 FEET; THENCE SOUTHERLY ON THE WEST EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 23 DEGREES 04 MINUTES 11 SECONDS WEST 23.62 FEET; SOUTH 35 DEGREES 47 MINUTES 11 SECONDS EAST 71.19 FEET; SOUTH 19 DEGREES 26 MINUTES 29 SECONDS EAST 52.06 FEET; SOUTH 60 DEGREES 41 MINUTES 57 SECONDS EAST 33.81 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 02 DEGREES 16 MINUTES 08 SECONDS EAST 74.56 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 32 SECONDS WEST 76.33 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE NORTHEASTERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF NORTH 55 DEGREES 16 MINUTES 23 SECONDS WEST AND CHORD DISTANCE OF 132.25 FEET); THENCE NORTH 31 DEGREES 10 MINUTES 56 SECONDS WEST 128.70 FEET TO THE POINT OF BEGINNING.

PHASE 12

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET, THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET; THENCE SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 57.69 FEET; THENCE CONTINUING SOUTH 23 DEGREES 32 MINUTES 05 SECONDS WEST 16.17 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 48 SECONDS WEST 73.98 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 73 DEGREES 52 MINUTES 53 SECONDS WEST 69.24 FEET; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF A WETLAND THE FOLLOWING COURSES: NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 41.15 FEET; NORTH 32 DEGREES 06 MINUTES 21 SECONDS WEST 54.26 FEET; NORTH 55 DEGREES 19 MINUTES 11 SECONDS WEST 34.92 FEET; NORTH 27 DEGREES 18 MINUTES 55 SECONDS WEST 34.02 FEET; NORTH 14 DEGREES 14 MINUTES 36 SECONDS EAST 39.17 FEET; NORTH 21 DEGREES 29 MINUTES 22 SECONDS EAST 41.68 FEET; NORTH 68 DEGREES 16 MINUTES 56 SECONDS EAST 17.03 FEET; NORTH 34 DEGREES 02 MINUTES 08 SECONDS WEST 21.09 FEET; NORTH 40 DEGREES 07 MINUTES 23 SECONDS WEST 35.86 FEET; NORTH 34 DEGREES 47 MINUTES 12 SECONDS WEST 35.34 FEET; NORTH 31 DEGREES 43 MINUTES 36 SECONDS WEST 46.25 FEET; NORTH 16 DEGREES 58 MINUTES 58 SECONDS WEST 29.31 FEET; NORTH 45 DEGREES 19 MINUTES 52 SECONDS WEST 55.81 FEET; NORTH 21 DEGREES 19 MINUTES 05 SECONDS WEST 39.05 FEET; NORTH 24 DEGREES 20 MINUTES 23 SECONDS WEST 46.25 FEET; NORTH 28 DEGREES 47 MINUTES 22 SECONDS EAST 35.45 FEET; NORTH 61 DEGREES 06 MINUTES 27 SECONDS EAST 22.48 FEET; NORTH 27 DEGREES 21 MINUTES 59 SECONDS EAST 15.05 FEET TO THE POINT OF BEGINNING.

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PHASE 14

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A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 73 DEGREES 52 MINUTES 53 SECONDS EAST 69.24 FEET; THENCE NORTH 50 DEGREES 01 MINUTE 48 SECONDS EAST 73.98 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 16.17 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 43 SECONDS EAST 50.22 FEET; THENCE SOUTH 05 DEGREES 02 MINUTES 39 SECONDS EAST 83.42 FEET; THENCE SOUTH 08 DEGREES 23 MINUTES 30 SECONDS EAST 72.98 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 13.16 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 02 SECONDS EAST 35.48 FEET; THENCE SOUTH 26 DEGREES 00 MINUTES 26 SECONDS WEST 27.64 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 27 SECONDS WEST 105.28 FEET; THENCE SOUTH 30 DEGREES 51 MINUTES 17 SECONDS WEST 40.69 FEET; THENCE NORTH 12 DEGREES 13 MINUTES 26 SECONDS WEST 68.39 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 01 SECOND WEST 49.48 FEET; THENCE NORTH 05 DEGREES 42 MINUTES 21 SECONDS EAST 55.19 FEET; THENCE NORTH 17 DEGREES 56 MINUTES 18 SECONDS WEST 55.50 FEET; THENCE NORTH 08 DEGREES 34 MINUTES 08 SECONDS WEST 5.93 FEET TO THE POINT OF BEGINNING.

PHASE 15

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE MEANDERING WESTERLY AND SOUTHWESTERLY ON THE EASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 27 DEGREES 21 MINUTES 59 SECONDS WEST 15.05 FEET; SOUTH 61 DEGREES 06 MINUTES 27 SECONDS WEST 22.48 FEET; SOUTH 28 DEGREES 47 MINUTES 22 SECONDS WEST 35.45 FEET; SOUTH 24 DEGREES 20 MINUTES 23 SECONDS EAST 46.25 FEET; SOUTH 21 DEGREES 19 MINUTES 05 SECONDS EAST 39.05 FEET; SOUTH 45 DEGREES 19 MINUTES 52 SECONDS EAST 55.81 FEET; SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST 29.31 FEET; SOUTH 31 DEGREES 43 MINUTES 36 SECONDS EAST 46.25 FEET; SOUTH 34 DEGREES 47 MINUTES 12 SECONDS EAST 35.34 FEET; SOUTH 40 DEGREES 07 MINUTES 23 SECONDS EAST 35.86 FEET; SOUTH 34 DEGREES 02 MINUTES 08 SECONDS EAST 21.09 FEET; SOUTH 68 DEGREES 16 MINUTES 56 SECONDS WEST 17.03 FEET; SOUTH 21 DEGREES 29 MINUTES 22 SECONDS WEST 41.68 FEET; SOUTH 14 DEGREES 14 MINUTES 36 SECONDS WEST 39.17 FEET; SOUTH 27 DEGREES 18 MINUTES 55 SECONDS EAST 34.02 FEET; SOUTH 55 DEGREES 19 MINUTES 11 SECONDS EAST 34.92 FEET; SOUTH 32 DEGREES 06 MINUTES 21 SECONDS EAST 54.26 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 41.15 FEET; SOUTH 08 DEGREES 34 MINUTES 08 SECONDS EAST 5.93 FEET; SOUTH 17 DEGREES 56 MINUTES 18 SECONDS EAST 55.50 FEET; SOUTH 05 DEGREES 42 MINUTES 21 SECONDS WEST 55.19 FEET; SOUTH 26 DEGREES 22 MINUTES 01 SECONDS EAST 49.48 FEET; SOUTH 12 DEGREES 13 MINUTES 26 SECONDS EAST 68.39 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 30 DEGREES 51 MINUTES 17 SECONDS EAST 40.69 FEET; THENCE NORTH 76 DEGREES 05 MINUTES 27 SECONDS EAST 105.28 FEET; THENCE NORTH 26 DEGREES 00 MINUTES 26 SECONDS EAST 27.64 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 02 SECONDS WEST 35.48 FEET; THENCE NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 13.16 FEET; THENCE CONTINUING NORTH 55 DEGREES 37 MINUTES 46 SECONDS EAST 26.15 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 01 SECONDS EAST 26.01 FEET; THENCE SOUTH 60 DEGREES 36 MINUTES 29 SECONDS EAST 98.89 FEET; THENCE MEANDERING SOUTHERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 30 DEGREES 42 MINUTES 11 SECONDS EAST 32.85 FEET; SOUTH 19 DEGREES 29 MINUTES 55 SECONDS EAST 63.12 FEET; SOUTH 24 DEGREES 52 MINUTES 41 SECONDS WEST 44.64 FEET; NORTH 78 DEGREES 11 MINUTES 27 SECONDS WEST 29.10 FEET; SOUTH 34 DEGREES 12 MINUTES 41 SECONDS WEST 28.34 FEET; SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST 29.49 FEET; THENCE CONTINUING SOUTH 67 DEGREES 46 MINUTES 25 SECONDS WEST, ON THE NORTH EDGE OF A WETLAND, 7.32 FEET; THENCE, LEAVING THE EDGE OF WETLANDS, SOUTH 74 DEGREES 21 MINUTES 10 SECONDS WEST 103.85 FEET; THENCE MEANDERING NORTHWESTERLY ON THE NORTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: NORTH 22 DEGREES 16 MINUTES 05 SECONDS WEST 48.93 FEET; NORTH, 42 DEGREES 18 MINUTES 25 SECONDS WEST 42.00; SOUTH 68 DEGREES 22 MINUTES 06 SECONDS WEST 39.82 FEET; NORTH 52 DEGREES 05 MINUTES 26 SECONDS WEST 41.87 FEET TO THE POINT OF BEGINNING.

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A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET(CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET; THENCE SOUTHERLY ON THE WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 47 DEGREES 21 MINUTES 47 SECONDS WEST 28.49 FEET; SOUTH 15 DEGREES 03 MINUTES 53 SECONDS EAST 26.97 FEET; SOUTH 03 DEGREES 01 MINUTE 20 SECONDS EAST 20.41 FEET; SOUTH 04 DEGREES 00 MINUTES 32 SECONDS WEST 37.56 FEET; SOUTH 09 DEGREES 53 MINUTES 08 SECONDS EAST 32.97 FEET; SOUTH 16 DEGREES 29 MINUTES 30 SECONDS EAST 24.86 FEET; SOUTH 43 DEGREES 08 MINUTES 48 SECONDS EAST 40.65 FEET; SOUTH 50 DEGREES 28 MINUTES 53 SECONDS EAST 39.50 FEET; SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 21.85 FEET TO THE POINT OF BEGINNING; THENCE MEANDERING EASTERLY ON THE SOUTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 40 DEGREES 10 MINUTES 32 SECONDS EAST 11.72 FEET; NORTH 66 DEGREES 08 MINUTES 35 SECONDS EAST 23.72 FEET; NORTH 68 DEGREES 04 MINUTES 23 SECONDS EAST 29.72 FEET; NORTH 44 DEGREES 41 MINUTES 43 SECONDS EAST 20.28 FEET; NORTH 65 DEGREES 41 MINUTES 52 SECONDS EAST 46.38 FEET; THENCE, LEAVING THE EDGE OF WETLAND, SOUTH 89 DEGREES 57 MINUTE 51 SECONDS EAST 86.37 FEET; THENCE MEANDERING SOUTHERLY ON THE WEST EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 03 DEGREES 45 MINUTES 51 SECONDS WEST 51.90 FEET; SOUTH 02 DEGREES 20 MINUTES 17 SECONDS WEST 63.58 FEET; SOUTH 17 DEGREES 46 MINUTES 35 SECONDS WEST 32.45 FEET; SOUTH 31 DEGREES 29 MINUTES 39 SECONDS EAST 59.12 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 23.27 FEET; SOUTH 02 DEGREES 05 MINUTES 18 SECONDS WEST 24.58 FEET; SOUTH 51 DEGREES 48 MINUTES 47 SECONDS WEST 34.22 FEET; SOUTH 71 DEGREES 46 MINUTES 37 SECONDS WEST 19.10 FEET; SOUTH 08 DEGREES 03 MINUTES 40 SECONDS EAST 32.88 FEET; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 60 DEGREES 36 MINUTES 29 SECONDS WEST 98.89 FEET; THENCE SOUTH 76 DEGREES 20 MINUTES 01 SECOND WEST 26.01 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 46 SECONDS WEST 26.15 FEET; THENCE NORTH 08 DEGREES 23 MINUTES 30 SECONDS WEST 72.98 FEET; THENCE NORTH 05 DEGREES 02 MINUTES 39 SECONDS WEST 83.42 FEET; THENCE NORTH 62 DEGREES 33 MINUTES 43 SECONDS WEST 50.22 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 05 SECONDS EAST 57.69 FEET TO THE POINT OF BEGINNING.

PHASE 17

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND IN G.L. 4 SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 16 MINUTES 08 SECONDS WEST 74.56 FEET; THENCE MEANDERING NORTHEASTERLY ON THE SOUTHEASTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 86 DEGREES 18 MINUTES 08 SECONDS EAST 23.18 FEET; NORTH 65 DEGREES 21 MINUTES 02 SECONDS EAST 15.40 FEET; NORTH 64 DEGREES 32 MINUTES 22 SECONDS EAST 25.42 FEET; NORTH 60 DEGREES 00 MINUTES 42 SECONDS EAST 24.33 FEET; SOUTH 78 DEGREES 59 MINUTES 35 SECONDS EAST 17.12 FEET; NORTH 73 DEGREES 31 MINUTES 30 SECONDS EAST 22.27 FEET; NORTH 67 DEGREES 45 MINUTES 23 SECONDS EAST 42.40 FEET; NORTH 34 DEGREES 11 MINUTES 29 SECONDS EAST 40.21 FEET; NORTH 62 DEGREES 46 MINUTES 11 SECONDS EAST 33.89 FEET; NORTH 57 DEGREES 30 MINUTES 59 SECONDS EAST 37.07 FEET; NORTH 70 DEGREES 22 MINUTES 26 SECONDS EAST 30.00 FEET; NORTH 06 DEGREES 07 MINUTES 13 SECONDS WEST 33.64 FEET; NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST 10.42 FEET; THENCE, LEAVING EDGE OF WETLAND, SOUTH 69 DEGREES 11 MINUTES 44 SECONDS EAST 87.49 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 47 SECONDS EAST 18.37 FEET; THENCE SOUTH 57 DEGREES 13 MINUTES 49 SECONDS EAST 77.62 FEET; THENCE MEANDERING SOUTHWESTERLY AND WESTERLY ON THE NORTHWESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST 9.44 FEET; SOUTH 37 DEGREES 31 MINUTES 48 SECONDS WEST 73.94 FEET; SOUTH 27 DEGREES 32 MINUTES 02 SECONDS WEST 65.30 FEET; SOUTH 26 DEGREES 17 MINUTES 20 SECONDS WEST 79.72 FEET; SOUTH 85 DEGREES 06 MINUTES 30 SECONDS WEST 16.62 FEET; NORTH 60 DEGREES 34 MINUTES 44 SECONDS WEST 19.76 FEET; NORTH 38 DEGREES 49 MINUTES 19 SECONDS WEST 64.81 FEET; NORTH 55 DEGREES 54 MINUTES 47 SECONDS WEST 35.38 FEET; SOUTH 89 DEGREES 52 MINUTES 55 SECONDS WEST 64.91 FEET; SOUTH 62 DEGREES 08 MINUTES 49 SECONDS WEST 63.76 FEET; SOUTH 60 DEGREES 45 MINUTES 14 SECONDS WEST 39.75 FEET; SOUTH 28 DEGREES 10 MINUTES 38 SECONDS WEST 16.36 FEET; SOUTH 67 DEGREES 35 MINUTES 50 SECONDS WEST 18.96 FEET; NORTH 88 DEGREES 49 MINUTES 34 SECONDS WEST 22.82 FEET; THENCE, LEAVING EDGE OF WETLAND, NORTH 28 DEGREES 48 MINUTES 33 SECONDS WEST 11.71 FEET TO THE POINT OF BEGINNING.

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PHASE 18

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST, ON THE EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 11, PAGE 184, AND THE NORTHERLY EXTENSION OF THAT LINE, 723.56 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 14 SECONDS EAST, ON THE NORTH LINE OF GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND OF SAID GOVERNMENT LOT 4, A DISTANCE OF 759.37 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 46 SECONDS EAST 62.68 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY AND WITH RADIUS OF 268.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 21 MINUTES 40 SECONDS, AN ARC DISTANCE OF 212.18 FEET (CHORD BEARING OF SOUTH 35 DEGREES 12 MINUTES 53 SECONDS EAST AND CHORD DISTANCE OF 206.68 FEET); THENCE SOUTH 11 DEGREES 01 MINUTE 10 SECONDS EAST 34.66 FEET; THENCE SOUTH 09 DEGREES 25 MINUTES 24 SECONDS WEST 51.08 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 45 SECONDS WEST 104.03 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 20 SECONDS WEST 22.60 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 44.59 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 14 SECONDS EAST 57.32 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 08 SECONDS WEST 115.77 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS WEST 119.18 FEET; THENCE SOUTH 08 DEGREES 07 MINUTES 13 SECONDS EAST, ON THE NORTHEASTERLY EDGE OF A WETLAND, 13.90 FEET; THENCE SOUTH 16 DEGREES 15 MINUTES 34 SECONDS EAST, ON SAID EDGE OF WETLAND, 28.63 FEET; THENCE SOUTH 57 DEGREES 01 MINUTE 30 SECONDS EAST, ON SAID EDGE OF WETLAND, 30.42 FEET; THENCE SOUTH 18 MINUTES 07 MINUTES 23 SECONDS EAST, ON SAID EDGE OF WETLAND, 38.27 FEET; THENCE SOUTH 56 DEGREES 51 MINUTES 51 SECONDS EAST, ON SAID EDGE OF WETLAND, 25.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 06 SECONDS EAST 77.66 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 33 SECONDS EAST 64.27 FEET; THENCE NORTH 80 DEGREES 52 MINUTES 40 SECONDS EAST 96.19 FEET; THENCE SOUTH 58 DEGREES 50 MINUTES 31 SECONDS EAST 120.88 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 37 SECONDS WEST, ON THE NORTHWESTERLY EDGE OF A WETLAND, 25.28 FEET; THENCE SOUTH 48 DEGREES 29 MINUTES 36 SECONDS WEST, ON SAID EDGE OF WETLAND, 86.59 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 40 SECONDS WEST, ON SAID EDGE OF WETLAND, 44.58 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 06 SECONDS WEST, ON SAID EDGE OF WETLAND, 39.77 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 49 SECONDS WEST 77.62 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 47 SECONDS WEST 18.37 FEET; THENCE NORTH 69 DEGREES 11 MINUTES 44 SECONDS WEST 87.49 FEET; THENCE NORTH 08 DEGREES 22 MINUTES 33 SECONDS EAST, ON THE EASTERLY EDGE OF A WETLAND, 6.06 FEET; THENCE NORTH 03 DEGREES 55 MINUTES 05 SECONDS EAST, ON SAID EDGE OF WETLAND, 51.92 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 22 SECONDS WEST, ON SAID EDGE OF WETLAND, 36.91 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 29 SECONDS WEST, ON SAID EDGE OF WETLAND, 45.98 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 14 SECONDS WEST, ON SAID EDGE OF WETLAND, 43.30 FEET TO THE POINT OF BEGINNING.

PAGE 19 OF 21

PHASE 19 - INGRESS, EGRESS AND UTILITIES EASEMENT

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 52 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 05 SECONDS WEST 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 24 SECONDS WEST 18.15 FEET; THENCE SOUTH 57 DEGREES 54 MINUTES 13 SECONDS WEST 27.03 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 28 SECONDS WEST 48.46 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 30 SECONDS WEST 17.10 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 51 SECONDS WEST 192.84 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 74.47 FEET; THENCE SOUTH 57 DEGREES 21 MINUTES 53 SECONDS WEST 132.82 FEET; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS WEST 25.31 FEET; THENCE SOUTH 39 DEGREES 05 MINUTES 42 SECONDS EAST 13.50 FEET; THENCE SOUTH 21 DEGREES 10 MINUTES 13 SECONDS WEST 57.83 FEET; THENCE NORTH 74 DEGREES 26 MINUTES 39 SECONDS WEST 43.32 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD=SOUTH 53 DEGREES 03 MINUTES 42 SECONDS WEST-92.65 FEET); THENCE SOUTH 61 DEGREES 07 MINUTES 52 SECONDS WEST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD=SOUTH 74 DEGREES 19 MINUTES 56 SECONDS WEST-105.05 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST 28.26 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 87.20 FEET TO THE POINT OF BEGINNING.

PHASE 33

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 300.00 FEET; THENCE NORTH 09 DEGREES 45 MINUTES 00 SECONDS WEST 142.22 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 690.00 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 73.72 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 13.04 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 203.45 FEET; THENCE SOUTH 78 DEGREES 35 MINUTES 04 SECONDS EAST 24.45 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 35.36 FEET; THENCE CONTINUING SOUTH 31 DEGREES 10 MINUTES 56 SECONDS EAST 93.34 FEET; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 48 DEGREES 10 MINUTES 54 SECONDS, AN ARC DISTANCE OF 136.23 FEET (CHORD BEARING OF SOUTH 55 DEGREES 16 MINUTES 23 SECONDS EAST AND CHORD DISTANCE OF 132.25 FEET); THENCE SOUTH 87 DEGREES 34 MINUTES 32 SECONDS EAST 76.33 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 33 SECONDS EAST 11.71 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON THE NORTHERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 88 DEGREES 49 MINUTES 34 SECONDS EAST 22.82 FEET; NORTH 67 DEGREES 35 MINUTES 50 SECONDS EAST 18.96 FEET; NORTH 28 DEGREES 10 MINUTES 38 SECONDS EAST 16.36 FEET; NORTH 60 DEGREES 45 MINUTES 14 SECONDS EAST 39.75 FEET; NORTH 62 DEGREES 08 MINUTES 49 SECONDS EAST 63.76 FEET; NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST 64.91 FEET; SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST 35.38 FEET; SOUTH 38 DEGREES 49 MINUTES 19 SECONDS EAST 64.81 FEET; SOUTH 60 DEGREES 34 MINUTES 44 SECONDS EAST 19.76 FEET; NORTH 85 DEGREES 06 MINUTES 30 SECONDS EAST 16.62 FEET; THENCE, CROSSING THE WETLAND, SOUTH 34 DEGREES 50 MINUTES 25 SECONDS WEST 62.41 FEET TO THE WEST EDGE OF A WETLAND; THENCE SOUTHERLY ON SAID WEST EDGE, SOUTH 00 DEGREES 36 MINUTES 57 SECONDS WEST 53.24 FEET; SOUTH 01 DEGREE 16 MINUTES 01 SECOND WEST 60.03 FEET; SOUTH 03 DEGREES 45 MINUTES 51 SECONDS WEST 13.28 FEET; THENCE, LEAVING THE EDGE OF WETLAND, NORTH 89 DEGREES 57 MINUTES 51 SECONDS WEST 86.37 FEET; THENCE MEANDERING WESTERLY AND NORTHERLY ON THE SOUTHERLY AND WESTERLY EDGE OF A WETLAND THE FOLLOWING COURSES: SOUTH 65 DEGREES 41 MINUTES 52 SECONDS WEST 46.38 FEET; SOUTH 44 DEGREES 41 MINUTES 43 SECONDS WEST 20.28 FEET; SOUTH 68 DEGREES 04 MINUTES 23 SECONDS WEST 29.72 FEET; SOUTH 66 DEGREES 08 MINUTES 35 SECONDS WEST 23.72 FEET; NORTH 40 DEGREES 10 MINUTES 32 SECONDS WEST 11.72 FEET; NORTH 40 DEGREES 10 MINUTES 32 SECONDS WEST 21.85 FEET; NORTH 50 DEGREES 28 MINUTES 53 SECONDS WEST 39.50 FEET; NORTH 43 DEGREES 08 MINUTES 48 SECONDS WEST 40.65 FEET; NORTH 16 DEGREES 29 MINUTES 30 SECONDS WEST 24.86 FEET; NORTH 09 DEGREES 53 MINUTES 08 SECONDS WEST 32.97 FEET; NORTH 04 DEGREES 00 MINUTES 32 SECONDS EAST 37.56 FEET; NORTH 03 DEGREES 01 MINUTE 20 SECONDS WEST 20.41 FEET; NORTH 15 DEGREES 03 MINUTES 53 SECONDS WEST 26.97 FEET; NORTH 47 DEGREES 21 MINUTES 47 SECONDS EAST 28.49 FEET TO THE POINT OF BEGINNING.

PAGE 21 OF 21

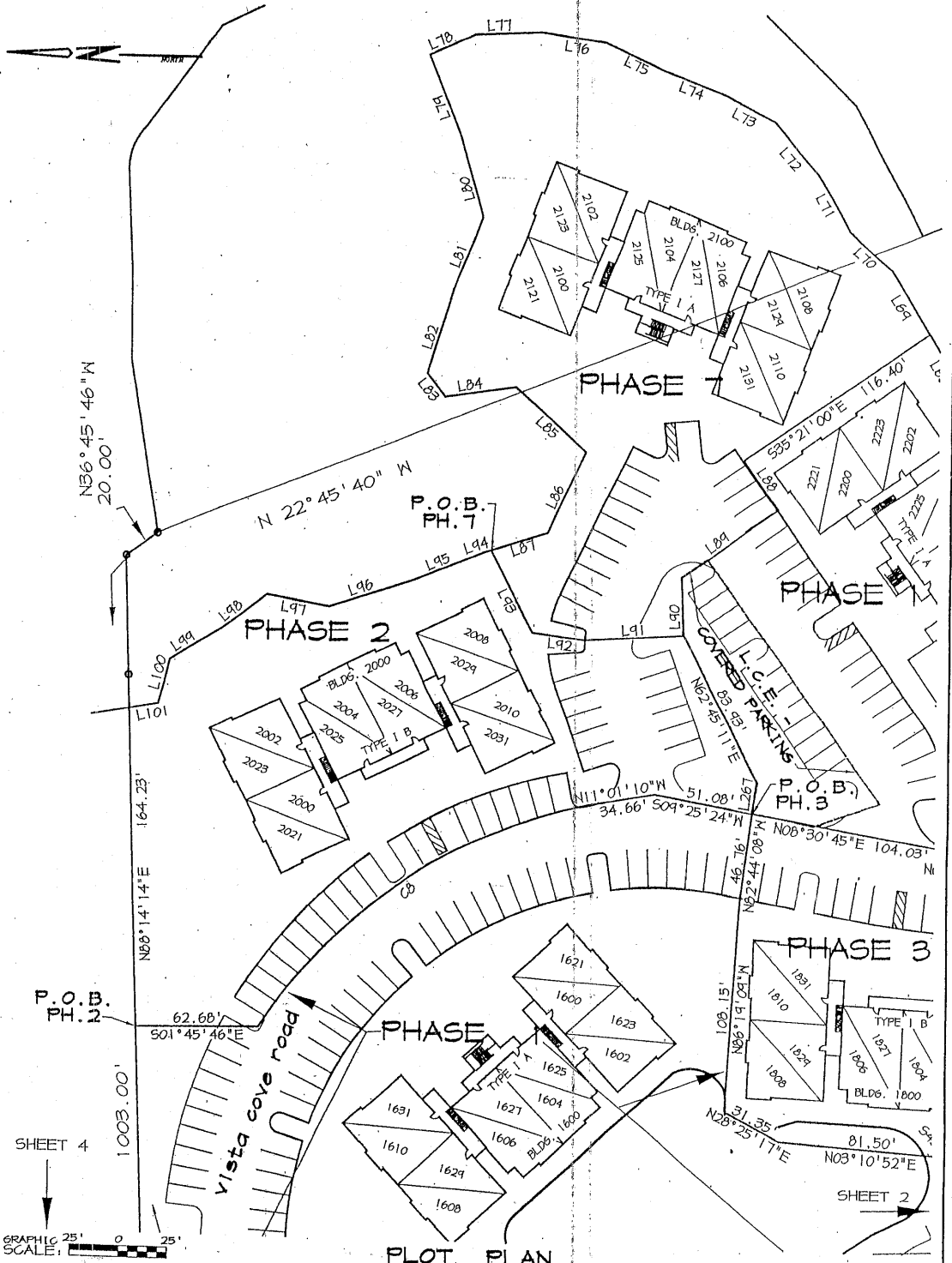
VISTA COVE, A CONDOMINIUM
Notes to Graphic Description of Improvements
(Exhibit "B" to Amended and Restated Declaration of Condominium)

OR2224PG 494

1. The name and address of the Condominium is Vista Cove, a Condominium, 1000 Vista Cove Road, St. Augustine, Florida 32095.
2. Ingress and egress to the Condominium Property is from Masters Drive, a publicly dedicated right of way.
3. All buildings are to be used for residential purposes, except the buildings in recreational areas which will be used for recreational activities, meetings, offices, and other general purposes. All residential buildings are two (2) stories in height.
4. Common Elements within all Phases are all areas, except the Units.
5. Parking areas are shown on the plot plan. No representation is made as to the number of parking spaces.
6. All improvements depicted on the plot plan, survey and floor plans are existing for Phases 1 through 12, 14 through 19 and 33. All improvements shown in other Phases are proposed or under construction. All dimensions are approximate.
7. As to building types IV and V as depicted on Exhibit "B" hereto, the Unit also includes the garage space identified with the same Unit number on Exhibit "B".

- NOTES:
1. DESCRIPTIONS BASED ON BOUNDARY SURVEY BY JONES & PELLICER, INC. DATED 9/17/01.
 2. BEARINGS BASED ON N. LINE OF DEED BOOK 11, PAGE 184 = N 88°03'30" E
 3. BEARINGS AND DISTANCES ARE FROM DESCRIPTION EXCEPT AS SHOWN.
 4. ABBREVIATIONS:

R/W = RIGHT OF WAY	T = TANGENT	CL = CENTERLINE	A = CENTRAL ANGLE
CONC. = CONCRETE	R = RADIUS	FND. = FOUND	ELEV. = ELEVATION
MON. = MONUMENT	L = LENGTH	BM. = BENCH MARK	MH = MANHOLE
I. = IRON	W. = WOOD	MEAS. = MEASURED	NOVD = NATIONAL GEODETIC VERTICAL DATUM



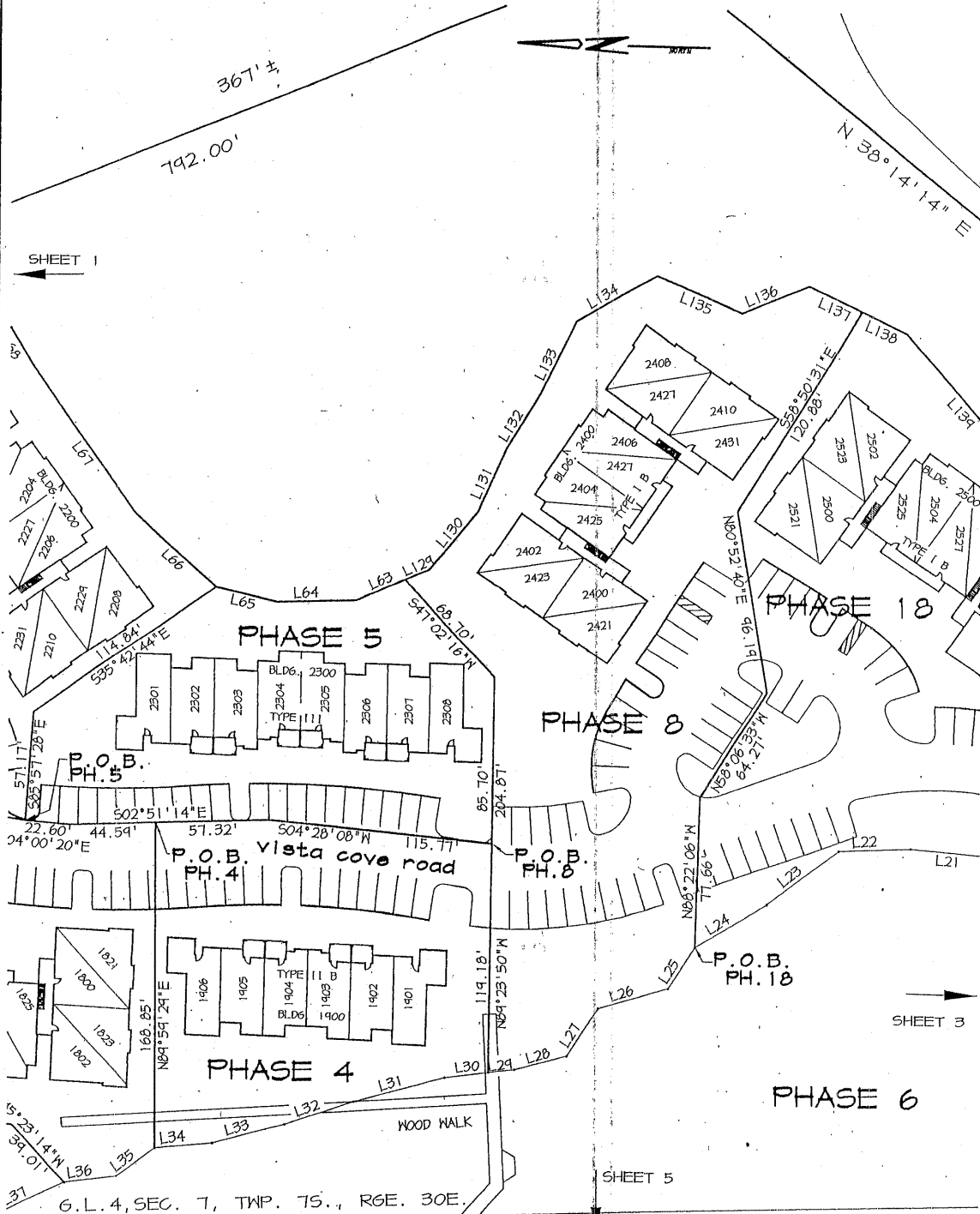
PLOT PLAN
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

JONES & PELLICER, INC. LBM 6444
906 ANASTASIA BLVD. SUITE A
ST. AUGUSTINE, FLORIDA 32084
(904) 824-6115 FAX (904) 824-6455

- NOTES:
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I = IRON	W. = WOOD	MEAS. = MEASURED	NGVD = NATIONAL GEODETIC VERTICAL DATUM



PLOT PLAN
VISTA COVE, A CONDOMINIUM

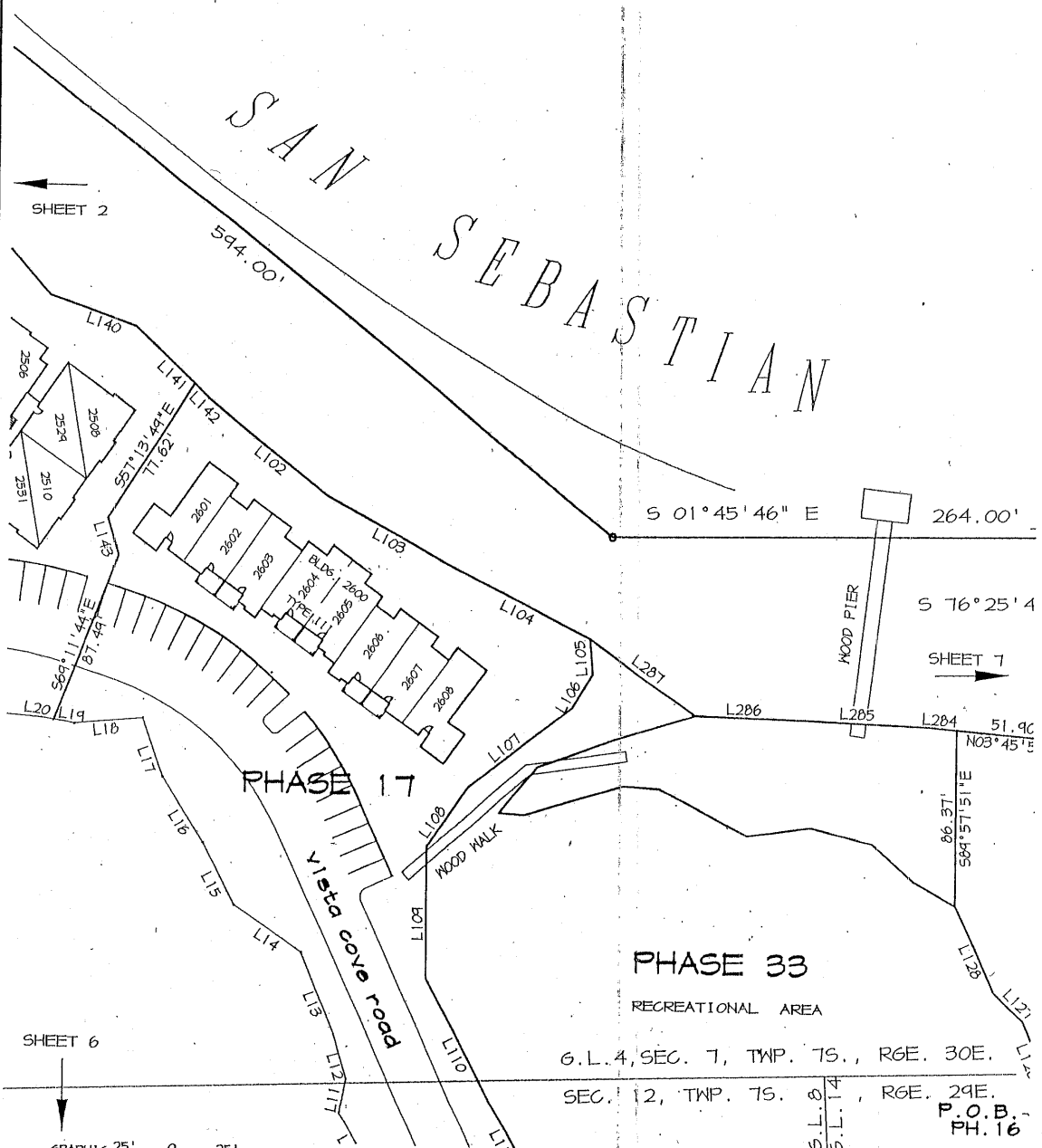
JANUARY 5, 2004

PAGE 5 OF 60

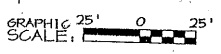
JONES & PELLICER, INC. LB# 6444
 406 ANASTASIA BLVD. SUITE A
 ST. AUGUSTINE, FLORIDA 32084
 (904) 824-6115 FAX (904) 824-6453

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I. = IRON	W. = WOOD	MEAS. = MEASURED
- Δ = CENTRAL ANGLE
 ELEV. EL. = ELEVATION
 MH = MARKHOLE
 NGVD = NATIONAL GEODETIC VERTICAL DATUM



SHEET 6



PLOT PLAN
VISTA COVE, A CONDOMINIUM

G.L. 4, SEC. 7, TWP. 7S., RGE. 30E.

SEC. 12, TWP. 7S., RGE. 29E.

P.O.B.
PH. 16

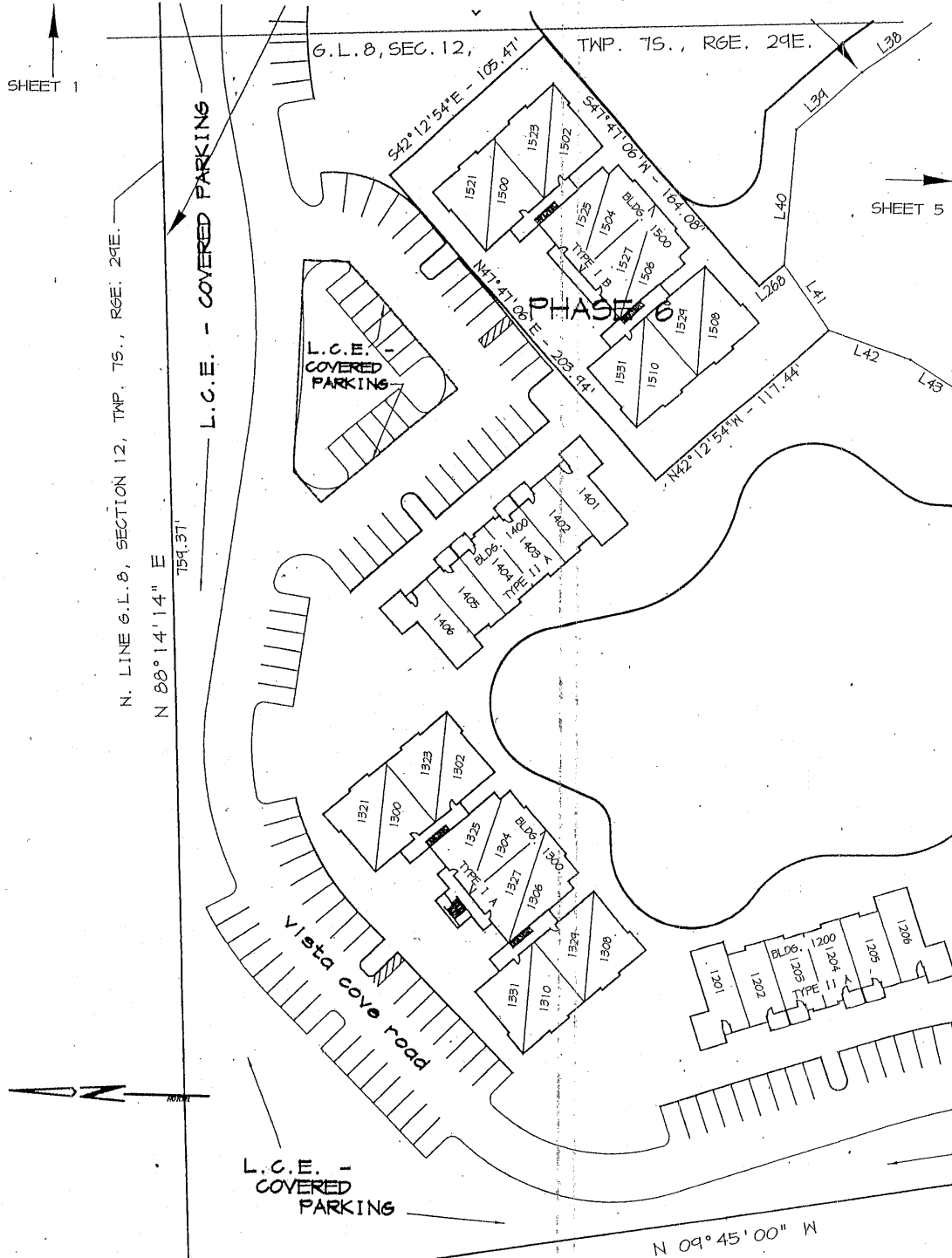
JANUARY 5, 2004

PAGE 6 OF 60

JONES & PELLIGER, INC. LB# 6444
906 ANASTASIA BLVD., SUITE A
ST. AUGUSTINE, FLORIDA 32084
(904) 824-6115 FAX (904) 824-6453

- NOTES:
1. DESCRIPTIONS BASED ON BOUNDARY SURVEY BY JONES & PELLICER, INC. DATED 9/17/01.
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CONC. = CONCRETE	R = RADIUS	FND. = FOUND	ELEV. = ELEVATION
MON. = MONUMENT	L = LENGTH	BM. = BENCH MARK	MH = MANHOLE
I = IRON	W. = WOOD	MEAS. = MEASURED	NGVD = NATIONAL GEODETIC VERTICAL DATUM



GRAPHIC SCALE: 0 25'

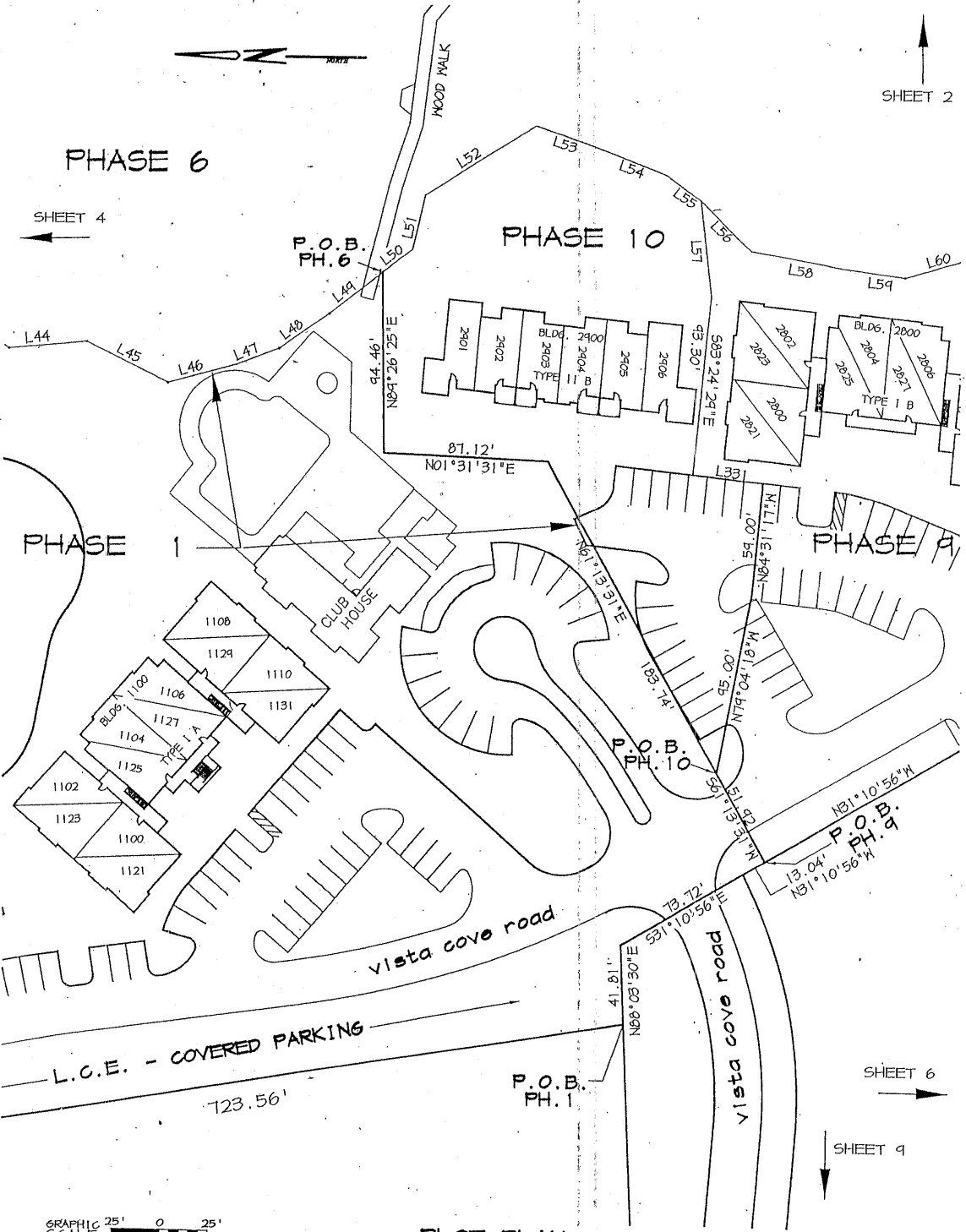
PLOT PLAN
VISTA COVE, A CONDOMINIUM
JANUARY 5, 2004

JONES & PELLICER, INC. LB# 6444
406 ANASTASIA BLVD. SUITE A
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(404) 824-6115 FAX (404) 824-6453

PAGE 7 OF 60

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I = IRON	W. = WOOD	MEAS. = MEASURED	NGVD = NATIONAL GEODETIC VERTICAL DATUM



GRAPHIC SCALE: 25' 0 25'

PLOT PLAN
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

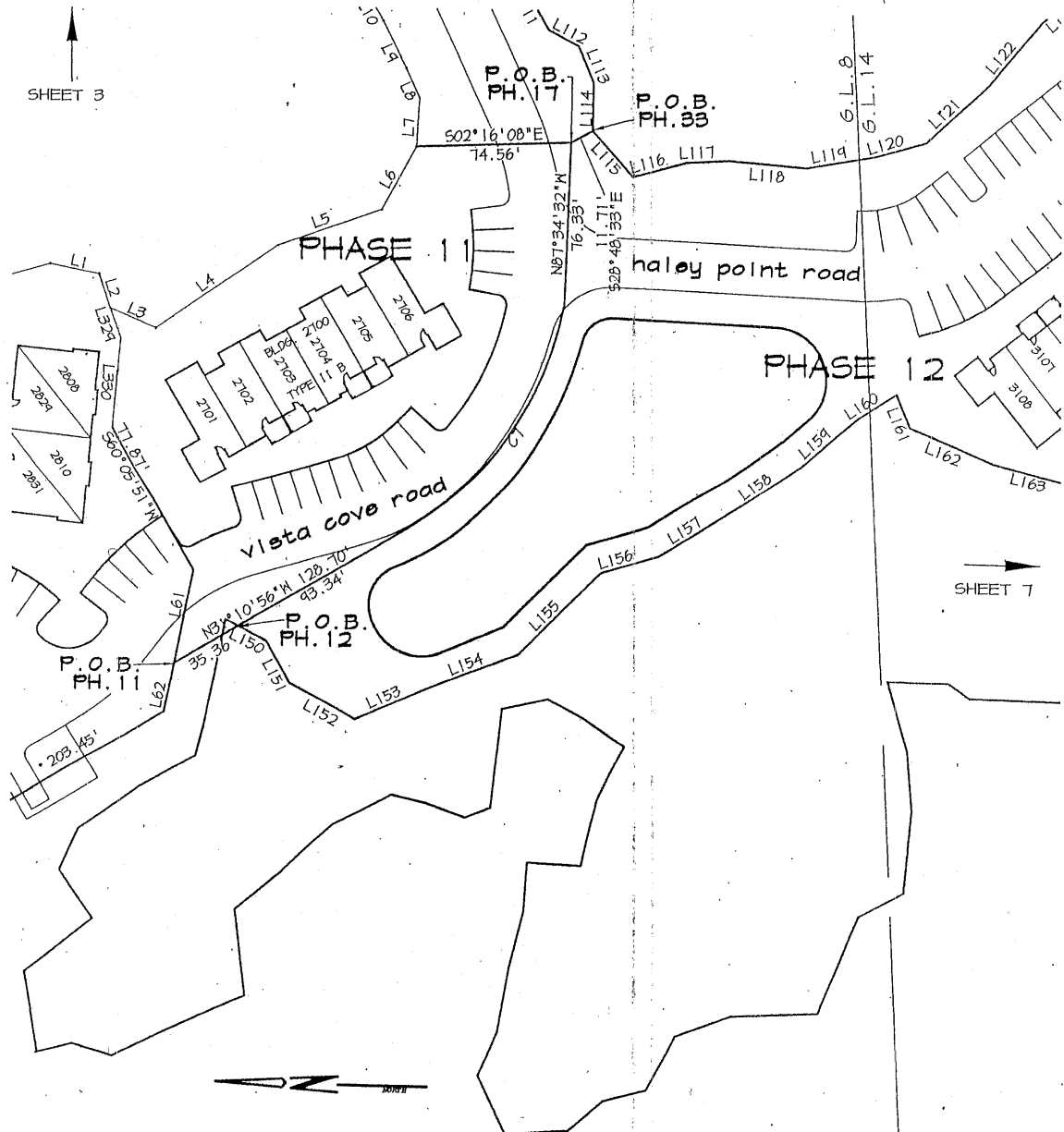
PAGE 2 OF 60

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906 ANASTASIA BLVD. SUITE A
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(904) 824-6115 FAX (904) 824-6453

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W. = WOOD
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MEAS. = MEASURED
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ELEV., EL. = ELEVATION
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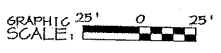
SHEET 3



SHEET 7

SHEET 5

SHEET 10



PLOT PLAN
VISTA COVE, A CONDOMINIUM

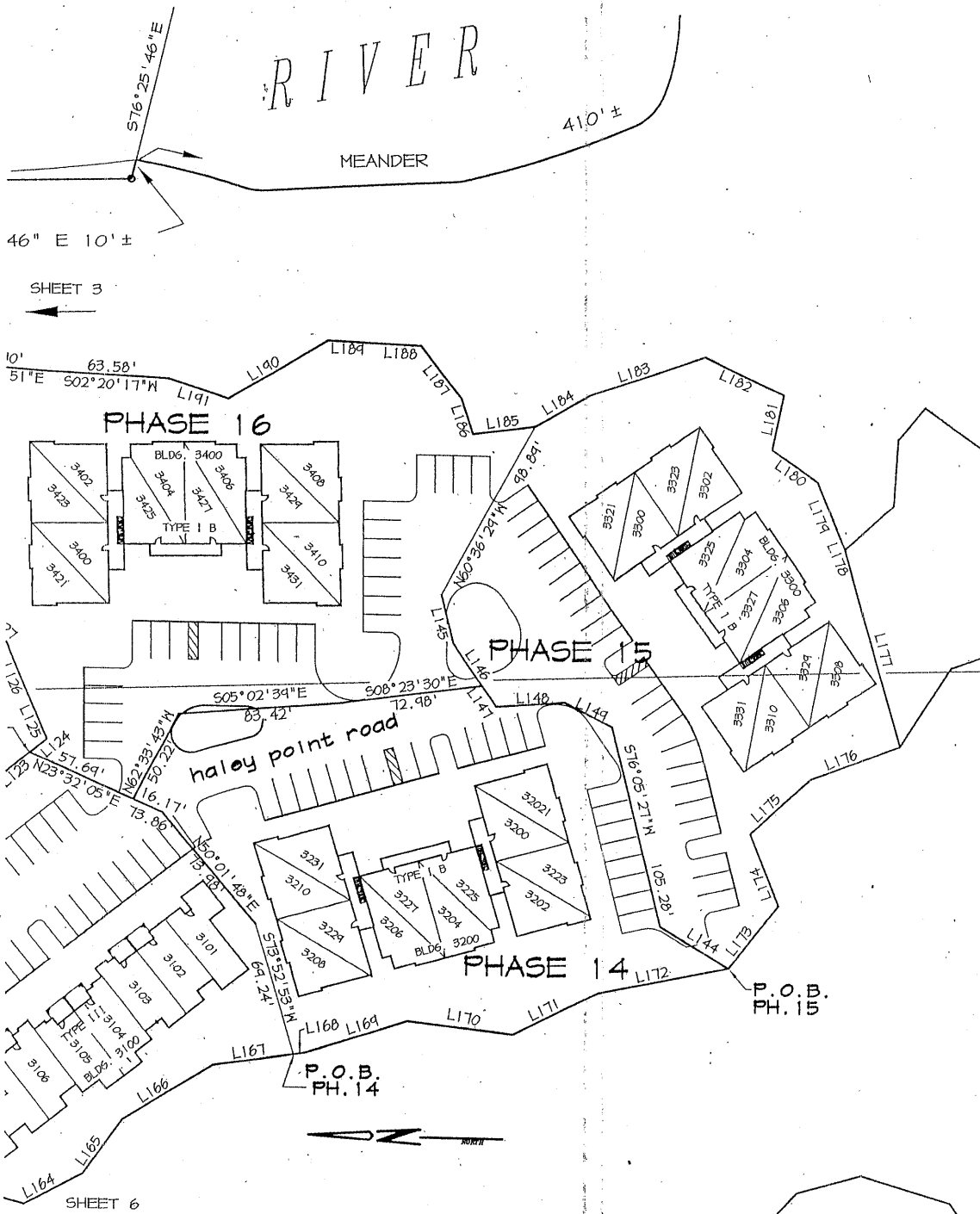
JANUARY 5, 2004

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PAGE 9 OF 60

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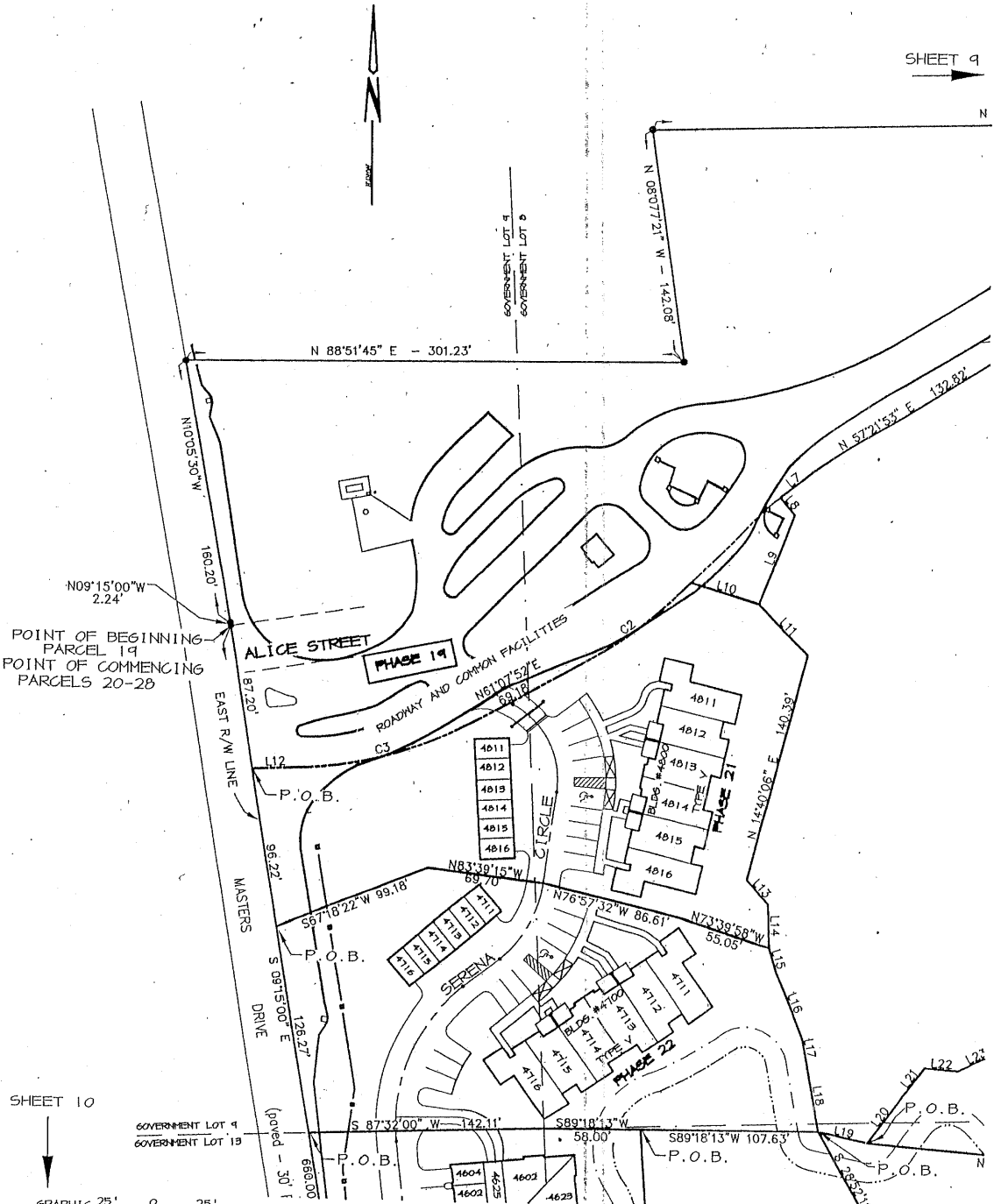
PLOT PLAN
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JONES & PELLIGER, INC. LB# 6444
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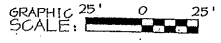
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SHEET 9



SHEET 10



PLOT PLAN
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

JONES & PELLICER, INC. LBN# 6444
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PAGE 11 OF 60

- NOTES:
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FND. = FOUND
BL. = BENCH MARK
MEAS. = MEASURED
- CA = CENTRAL ANGLE
ELEV. EL. = ELEVATION
MH = MANHOLE
NGVD = NATIONAL GEODETIC VERTICAL DATUM

SHEET 8

SHEET 5

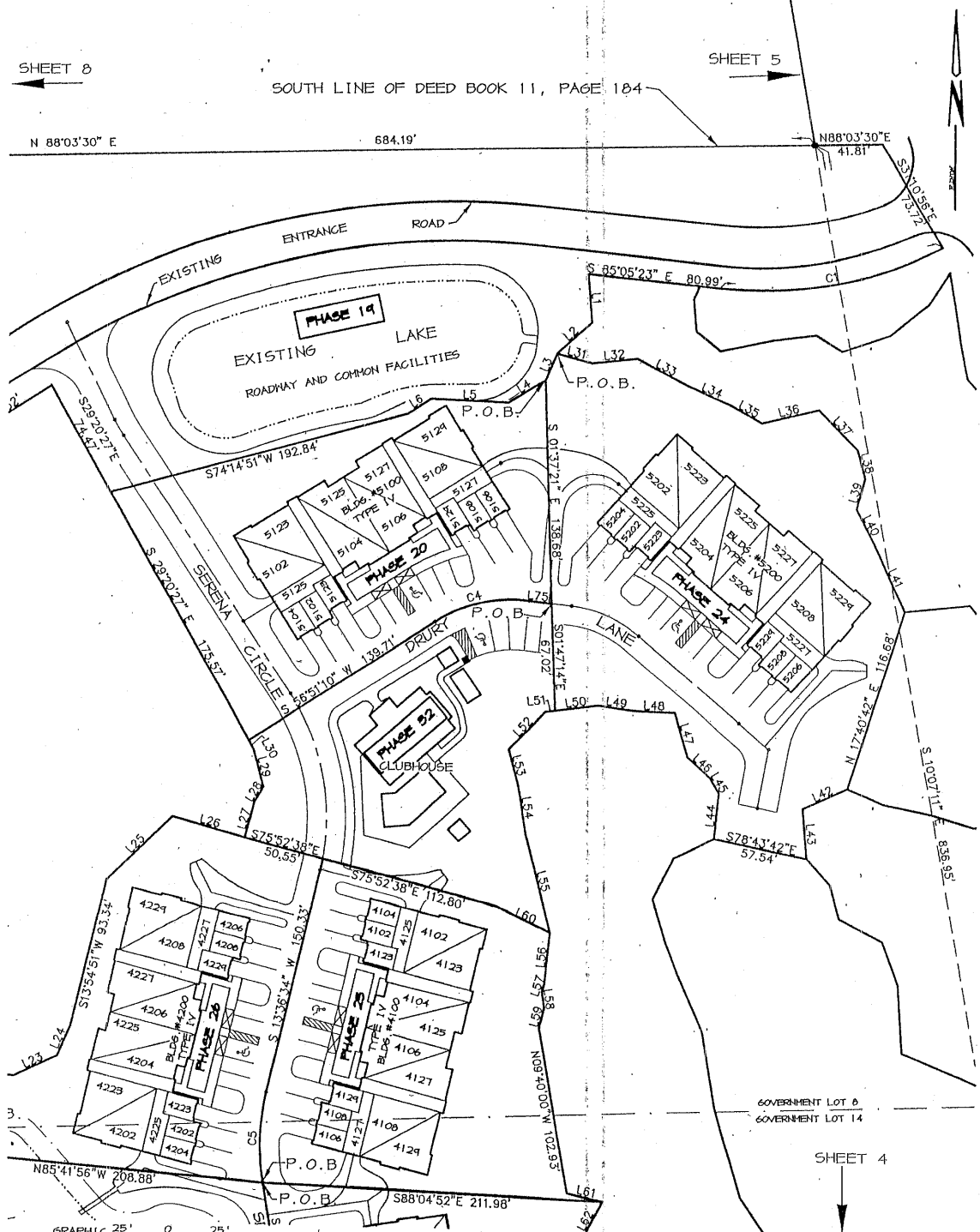
SOUTH LINE OF DEED BOOK 11, PAGE 184

N 88°03'30" E

684.19'

N 88°03'30" E

41.81'



GRAPHIC SCALE: 25' 0 25'

PLOT PLAN

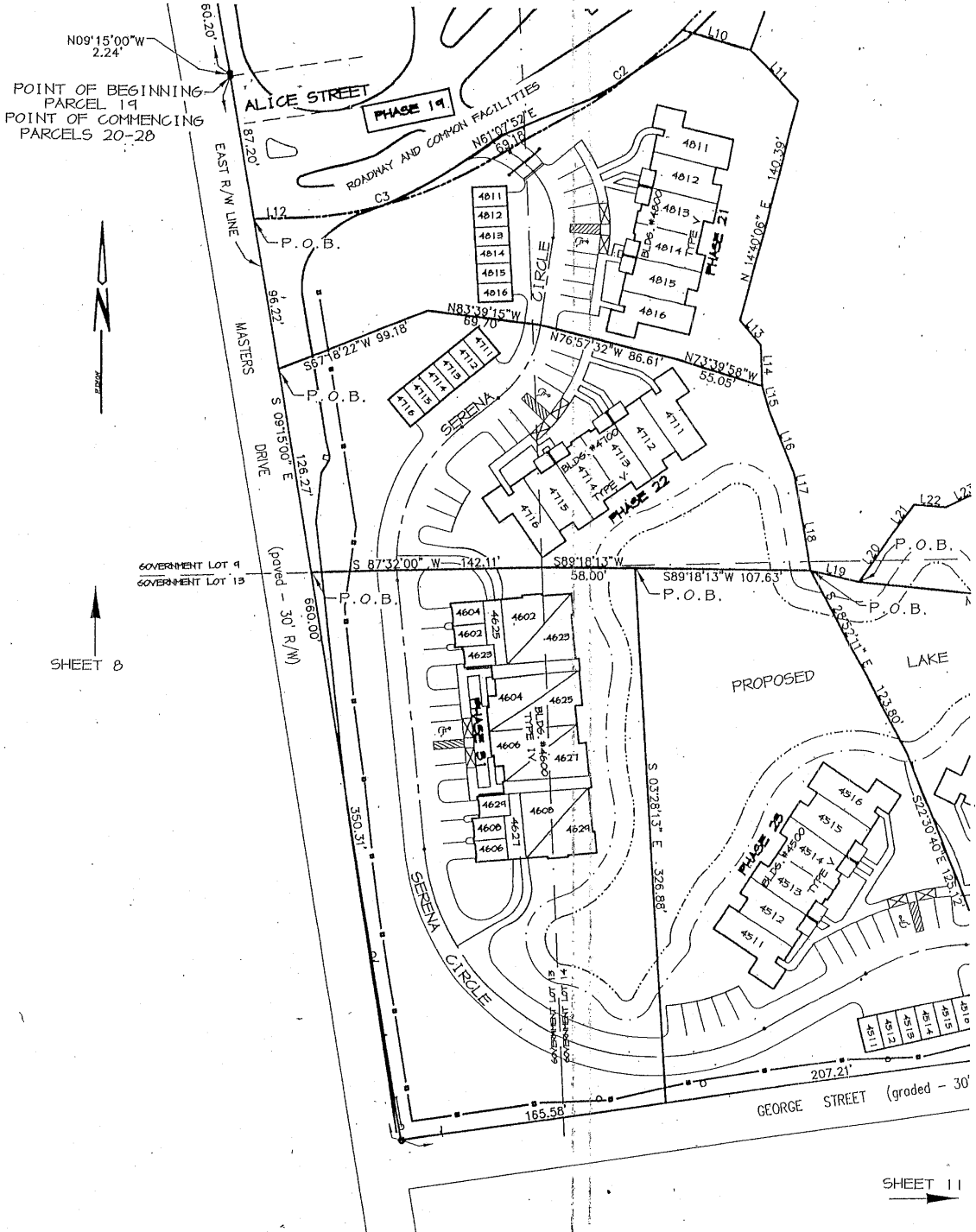
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

JONES & PELLICER, INC. LB# 6444
 906 ANASTASIA BLVD. SUITE A
 ST. AUGUSTINE, FLORIDA 32084
 (904) 824-6115 FAX (904) 824-6453

PAGE 12 OF 60

- NOTES:
1. DESCRIPTIONS BASED ON BOUNDARY SURVEY BY JONES & PELLICER, INC. DATED 9/17/01.
 2. BEARINGS BASED ON N. LINE OF DEED BOOK 11, PAGE 184 = N 88°03'30" E
 3. BEARINGS AND DISTANCES ARE FROM DESCRIPTION EXCEPT AS SHOWN.
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 MON. = MONUMENT
 I. = IRON
 T = TANGENT
 R = RADIUS
 L = LENGTH
 W. = WOOD
 CL = CENTERLINE
 FND. = FOUND
 BM. = BENCH MARK
 MEAS. = MEASURED
 Δ = CENTRAL ANGLE
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SHEET 8

SHEET 11

GRAPHIC SCALE: 25' 0 25'

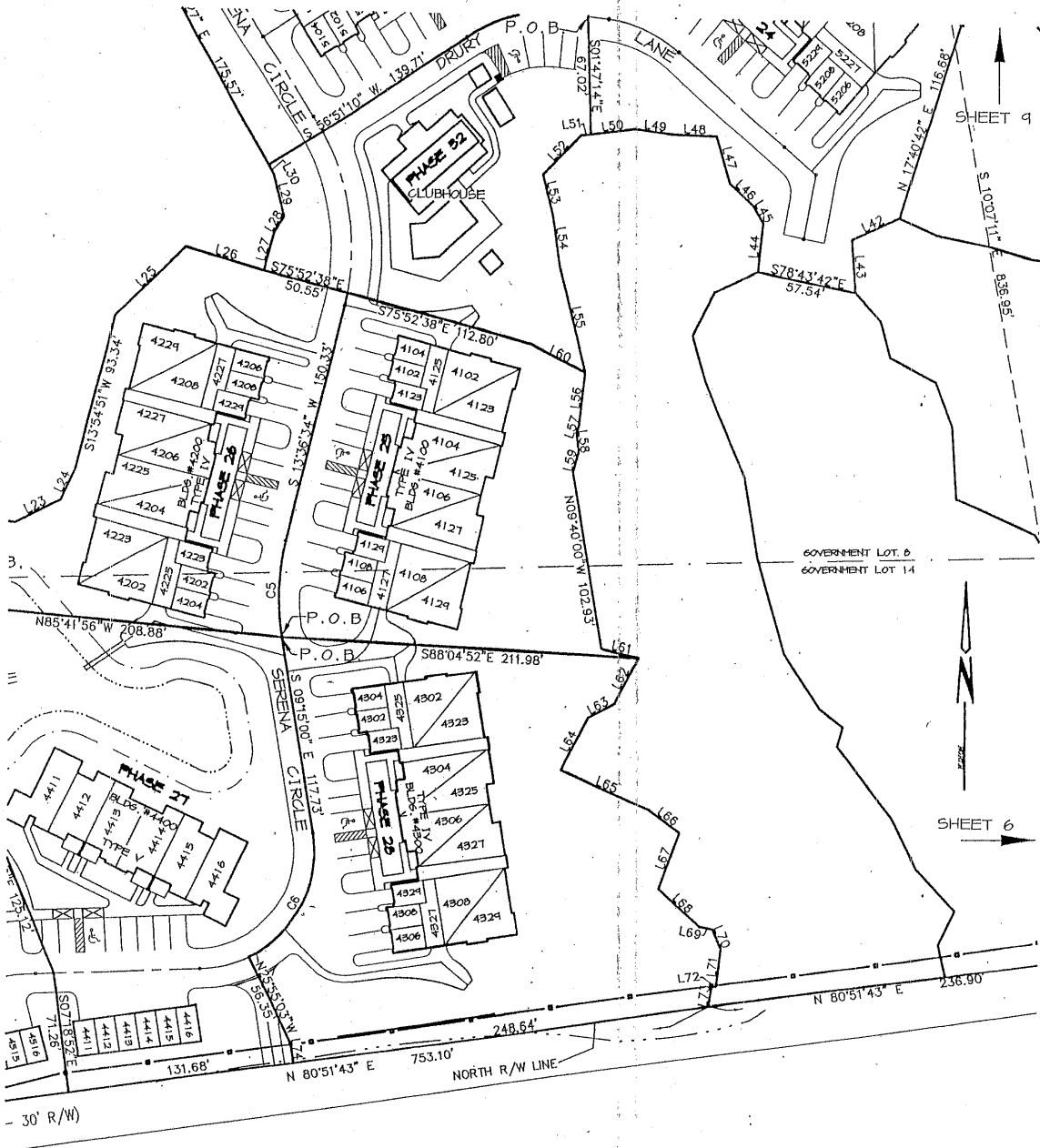
PLOT PLAN
 VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

PAGE 13 OF 60

JONES & PELLICER, INC. LB# 6444
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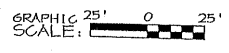


SHEET 9

SHEET 6

SHEET 10

SHEET 12



PLOT PLAN
VISTA COVE, A CONDOMINIUM

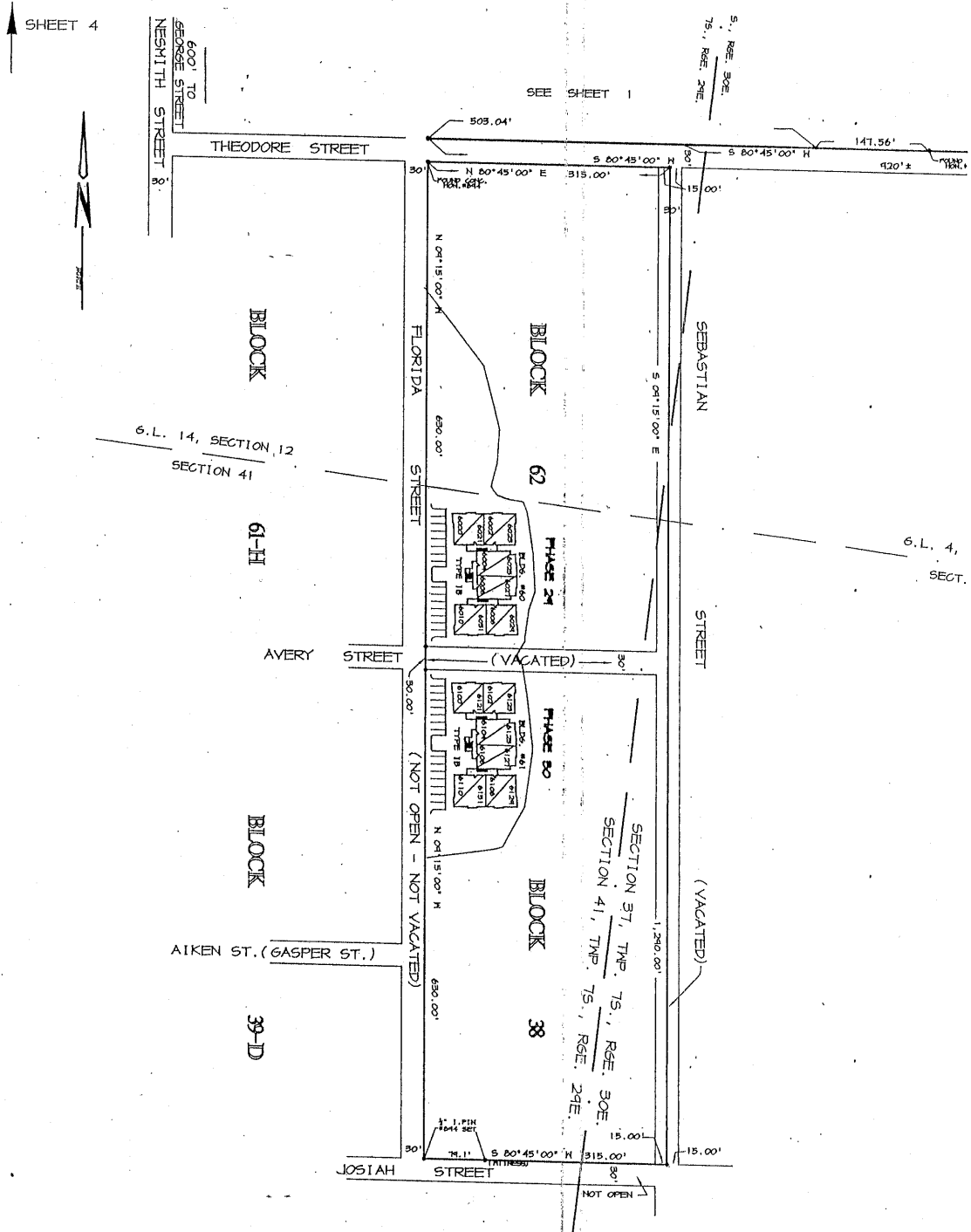
JANUARY 5, 2004

PAGE 14 OF 600

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MON. = MONUMENT	L = LENGTH	BM = BENCH MARK	MH = MANHOLE
I = IRON	W. = WOOD	MEAS. = MEASURED	NGVD = NATIONAL GEODETIC VERTICAL DATUM



LOT PLAN
VISTA COVE, A CONDOMINIUM

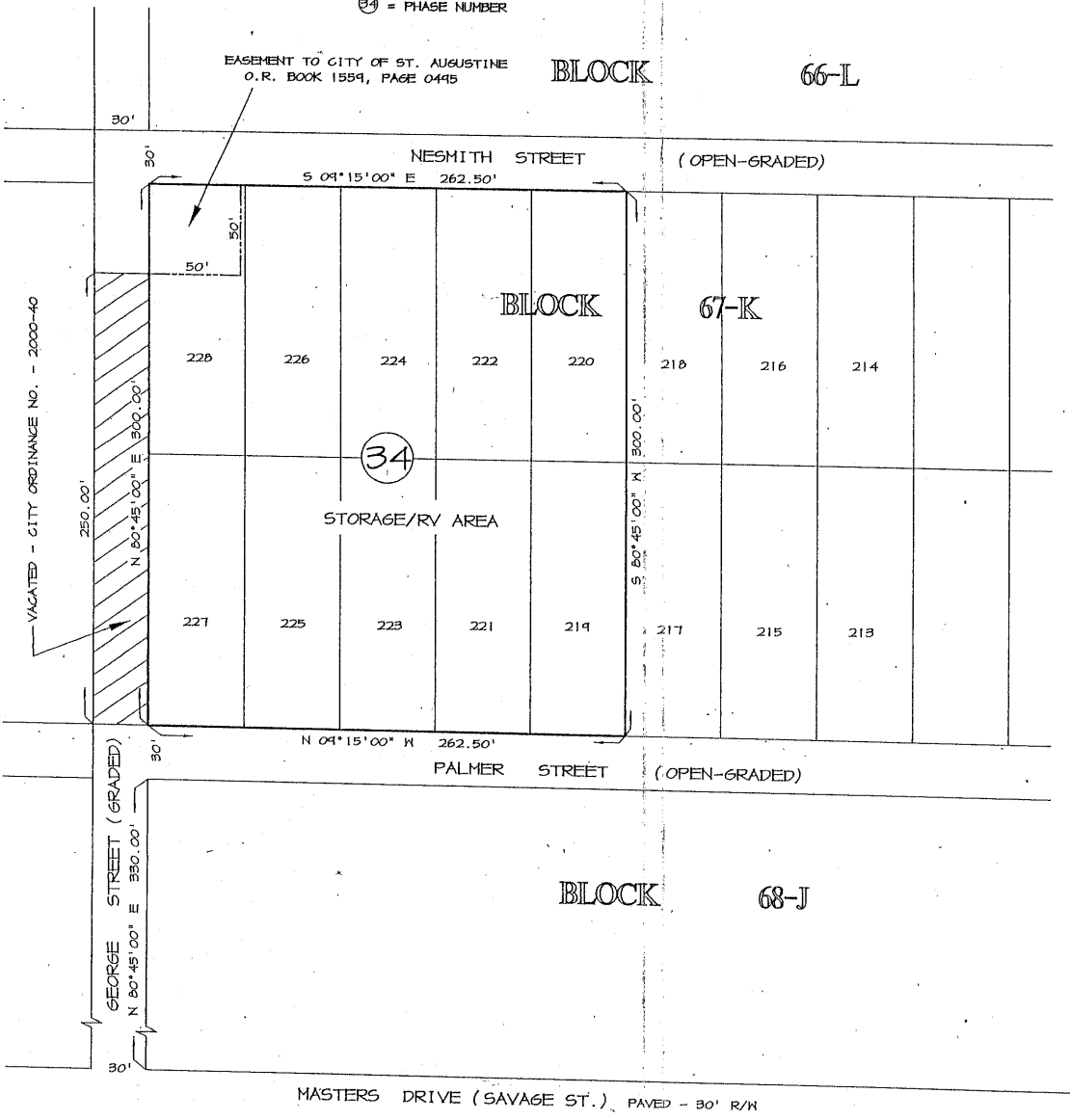
JANUARY 5, 2004

PAGE 15 OF 60

JONES & PELLICER, INC. LB# 0444
906 ANASTASIA BLVD. SUITE A
ST. AUGUSTINE, FLORIDA 32084
(904) 824-6115 FAX (904) 824-6453

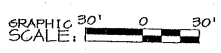
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MON. = MONUMENT	L = LENGTH	BM. = BENCH MARK	MH = MANHOLE
I. = IRON	W. = WOOD	MEAS. = MEASURED	NGVD = NATIONAL GEODETIC VERTICAL DATUM
- 34 = PHASE NUMBER



NOTES & LEGEND

1. THIS SKETCH IS BASED ON THE FOLLOWING,
 - A. BOUNDARY SURVEY FOR DRUNNA PROPERTIES, INC. (OF ALL EXCEPT LOTS 4-5) DATED JULY 24, 1944
2. ALL IMPROVEMENTS ARE PROPOSED.
3. PHASE 34 IS PROPOSED STORAGE AREA.



PLOT PLAN
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

JONES & PELLICER, INC. LB# 6444
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PAGE 16 OF 60

- NOTES:
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 MEAS. = MEASURED
- Δ = CENTRAL ANGLE
 ELEV., EL. = ELEVATION
 MH = MANHOLE
 NGVD = NATIONAL GEODETIC VERTICAL DATUM

LINE TABLE - sheets 1-7

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	S11°00'32"N	24.23'	L100	S78°28'00"E	29.36'
L2	S12°15'23"N	17.66'	L101	S10°48'41"E	15.10'
L3	S23°04'11"N	23.62'	L102	S9°13'40"N	79.44'
L4	S95°41'11"E	11.14'	L103	S21°32'02"N	63.30'
L5	S18°36'24"E	32.06'	L104	S26°11'20"N	74.12'
L6	S60°41'51"E	33.81'	L105	S69°06'30"N	16.62'
L7	S66°18'06"E	23.18'	L106	N60°34'44"N	14.76'
L8	N65°21'02"E	15.40'	L107	N88°46'16"N	20.44'
L9	N41°32'22"E	25.42'	L108	N55°54'47"N	64.81'
L10	N60°00'42"E	24.33'	L109	S64°52'55"N	35.88'
L11	S78°05'24"E	42.40'	L110	S62°00'49"N	63.16'
L12	N19°51'30"E	17.12'	L111	S60°45'14"N	34.75'
L13	N67°45'23"E	22.27'	L112	S28°10'38"N	16.36'
L14	N84°11'24"E	40.21'	L113	N88°46'50"N	16.96'
L15	N62°46'11"E	39.84'	L114	N88°46'50"N	22.82'
L16	N57°30'54"E	31.07'	L115	S41°21'44"N	20.44'
L17	N70°21'36"E	30.00'	L116	S19°03'53"E	26.47'
L18	N06°07'13"N	35.64'	L117	S03°01'20"E	20.41'
L19	N06°22'59"E	19.42'	L118	S04°00'32"N	31.56'
L20	N06°22'59"E	6.06'	L119	S04°53'00"E	24.66'
L21	N03°55'05"N	51.42'	L120	S16°24'50"E	40.65'
L22	N03°25'22"N	36.41'	L121	S43°06'40"E	34.50'
L23	N86°02'21"N	43.30'	L122	S60°28'59"E	34.50'
L24	N82°01'14"N	45.98'	L123	S40°10'32"E	21.85'
L25	N66°51'51"N	25.14'	L124	S40°10'32"E	29.72'
L26	N18°07'23"N	30.27'	L125	N64°08'35"E	24.73'
L27	N18°07'30"N	30.42'	L126	N63°04'23"E	20.25'
L28	N18°07'30"N	26.63'	L127	N44°41'49"E	46.86'
L29	N06°07'13"N	19.30'	L128	N65°41'52"E	14.04'
L30	N06°07'13"N	22.84'	L129	S24°35'07"E	40.07'
L31	N16°12'51"N	44.17'	L130	S51°18'16"E	31.10'
L32	N20°04'40"N	31.60'	L131	S65°51'41"E	32.07'
L33	N15°48'37"N	36.37'	L132	S61°58'55"E	42.06'
L34	N36°09'24"N	24.47'	L133	S63°01'23"E	48.41'
L35	N85°31'00"N	21.01'	L134	S24°24'54"E	41.37'
L36	N06°06'42"N	42.88'	L135	S22°06'18"N	36.72'
L37	N06°59'04"N	50.66'	L136	S21°51'31"E	25.28'
L38	N11°58'52"N	44.34'	L137	S25°51'31"N	25.28'
L39	N85°01'20"E	66.44'	L138	S25°51'31"N	25.28'
L40	N85°01'20"E	40.18'	L139	S48°24'36"N	66.54'
L41	S55°02'30"N	66.44'	L140	S19°02'40"N	44.58'
L42	S17°53'11"N	49.80'	L141	S48°14'06"N	34.77'
L43	S92°12'58"E	31.61'	L142	S49°14'06"N	18.37'
L44	S09°59'53"E	40.60'	L143	N10°52'41"E	40.60'
L45	S45°00'58"N	46.88'	L144	N30°51'17"E	26.01'
L46	S15°54'00"E	32.51'	L145	N16°20'01"E	26.15'
L47	S21°22'36"E	36.44'	L146	N85°31'46"E	13.16'
L48	S95°46'41"E	32.51'	L147	N85°31'46"E	35.48'
L49	S90°11'30"E	36.05'	L148	S04°21'02"E	21.64'
L50	S98°11'30"E	14.47'	L149	N06°00'26"E	15.05'
L51	S10°01'58"E	30.64'	L150	N21°21'54"E	22.48'
L52	S91°55'00"E	64.12'	L151	N61°06'27"E	35.45'
L53	S10°14'17"N	21.46'	L152	N26°47'22"E	46.25'
L54	S20°06'27"N	45.22'	L153	N34°20'23"N	34.05'
L55	S95°04'21"N	21.70'	L154	N21°18'05"N	50.81'
L56	S45°56'04"N	31.60'	L155	N45°14'52"N	29.91'
L57	S63°54'27"N	51.87'	L156	N16°58'58"N	29.91'
L58	S10°05'06"N	41.86'	L157	N81°49'36"N	46.25'
L59	S06°54'15"N	32.39'	L158	N54°47'12"N	35.34'
L60	S16°34'34"E	44.31'	L159	N46°01'23"N	35.86'
L61	N18°35'04"N	45.58'	L160	N4°02'00"N	21.04'
L62	N18°35'04"N	24.45'	L161	N68°16'56"E	17.03'
L63	S24°39'07"E	41.89'	L162	N21°24'22"E	34.17'
L64	S02°27'24"E	31.62'	L163	N14°14'36"E	34.02'
L65	S12°42'51"N	31.46'	L164	N27°18'55"N	34.42'
L66	S42°52'02"N	56.34'	L165	N56°11'11"N	54.26'
L67	S54°21'16"N	90.84'	L166	N52°06'21"N	41.15'
L68	S68°27'05"N	39.39'	L167	N06°34'00"N	5.48'
L69	S68°27'05"N	31.46'	L168	N06°34'00"N	55.50'
L70	S42°53'13"N	30.06'	L169	N54°42'21"E	55.19'
L71	S64°42'30"N	32.85'	L170	N26°22'01"N	68.34'
L72	S44°18'56"N	34.54'	L171	N12°18'26"N	44.48'
L73	S27°28'13"N	27.84'	L172	N52°05'26"N	41.87'
L74	S20°24'00"N	34.11'	L173	S68°22'06"N	34.02'
L75	S24°52'52"N	39.26'	L174	N42°18'25"N	42.00'
L76	S07°46'44"N	35.66'	L175	N22°16'05"N	48.43'
L77	S02°56'53"E	34.45'	L176	S14°11'10"N	103.85'
L78	S24°41'00"E	25.46'	L177	S61°46'25"N	7.92'
L79	N68°14'12"E	45.12'	L178	S61°46'25"N	24.46'
L80	N14°25'29"E	42.55'	L179	S84°12'41"N	28.34'
L81	S66°50'40"E	40.04'	L180	N18°11'21"N	24.10'
L82	S73°06'52"E	46.20'	L181	S24°52'41"N	44.64'
L83	N52°10'24"E	15.06'	L182	S14°21'53"E	63.12'
L84	N04°14'04"N	31.04'	L183	S30°42'11"E	32.65'
L85	N41°58'27"E	44.02'	L184	S08°09'40"E	32.90'
L86	S65°34'37"E	46.63'	L185	S11°46'31"N	14.10'
L87	S10°00'42"E	30.01'	L186	S51°48'41"N	34.22'
L88	S58°05'25"N	31.11'	L187	S22°05'18"N	24.58'
L89	N86°20'12"N	60.43'	L188	S02°05'18"N	23.27'
L90	S01°32'21"N	24.65'	L189	S91°24'34"E	34.12'
L91	N04°58'45"N	50.74'	L190	S17°46'35"N	32.45'
L92	N06°52'55"E	21.76'	L191	N82°44'00"N	16.30'
L93	N62°46'00"E	41.38'	L192	S03°45'51"N	13.20'
L94	S18°00'42"E	3.36'	L193	S01°16'01"N	60.03'
L95	S23°14'36"E	34.18'	L194	S00°36'57"N	39.24'
L96	S18°40'36"E	46.12'	L195	S34°50'25"N	62.41'
L97	S04°35'37"N	32.35'	L196	N10°22'30"E	15.36'
L98	S38°11'06"E	30.19'	L197	S64°40'44"E	43.02'
L99	S33°26'50"E	30.61'	L198	N05°30'54"E	36.30'

LINE TABLE - sheets 8-12

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	29.95	S04307°52"E	L39	20.15	S15°46'14"W
L2	28.47	S4828°05"W	L40	25.82	S27°08'25"E
L3	18.15	S27°11'24"N	L41	43.83	S24°21'42"E
L4	27.03	N57°54'13"E	L42	30.32	S84°17'06"W
L5	48.46	S88°33'28"E	L43	30.65	S04°15'34"E
L6	17.10	N57°36'30"E	L44	27.85	S05°54'44"W
L7	25.31	N51°33'28"E	L45	11.27	S30°11'27"E
L8	13.50	N39°05'42"W	L46	18.62	S47°58'21"E
L9	57.83	N21°10'13"E	L47	28.25	S15°56'23"E
L10	43.32	N74°26'39"W	L48	25.37	S88°41'19"E
L11	42.19	N44°10'31"W	L49	22.00	S82°31'16"E
L12	28.26	N87°32'00"W	L50	26.84	N82°09'04"E
L13	19.85	N40°48'26"W	L51	5.84	N82°09'04"E
L14	25.40	N01°58'35"W	L52	32.71	N43°53'25"E
L15	16.20	N16°00'42"W	L53	22.65	N14°42'52"W
L16	41.30	N21°49'35"W	L54	30.23	N08°47'37"W
L17	13.70	N10°44'11"W	L55	63.87	N13°56'59"W
L18	45.30	N09°34'17"W	L56	31.80	N06°09'02"E
L19	30.50	N77°54'08"W	L57	5.13	N17°33'09"E
L20	37.00	S34°35'58"W	L58	10.60	N07°24'15"W
L21	22.02	S36°52'42"W	L59	12.59	N14°53'26"E
L22	19.86	N86°29'04"W	L60	36.21	S64°24'15"E
L23	29.11	S63°35'48"W	L61	22.40	N77°38'48"E
L24	21.21	S23°50'10"W	L62	31.13	N27°08'28"E
L25	57.67	S44°50'07"W	L63	17.74	N61°33'49"E
L26	46.65	N74°26'16"W	L64	35.42	N26°38'12"E
L27	22.48	S15°13'49"W	L65	56.84	N67°05'01"W
L28	11.27	S30°40'55"W	L66	22.27	N53°53'29"W
L29	24.24	S14°29'46"E	L67	35.25	N20°08'44"E
L30	6.52	S29°20'27"E	L68	32.81	N47°23'11"W
L31	22.37	S75°55'38"E	L69	7.63	N78°07'05"W
L32	28.01	N82°54'16"E	L70	11.88	N24°19'45"W
L33	36.30	S62°03'43"E	L71	22.45	N06°09'18"E
L34	27.37	S68°59'24"E	L72	2.71	N80°54'21"E
L35	21.91	S61°27'30"E	L73	11.86	N08°15'32"E
L36	35.85	N75°36'55"E	L74	11.70	N08°18'51"W
L37	34.25	S44°42'13"E	L75	17.59	N84°07'19"W
L38	16.25	S15°01'29"E			

CURVE TABLE

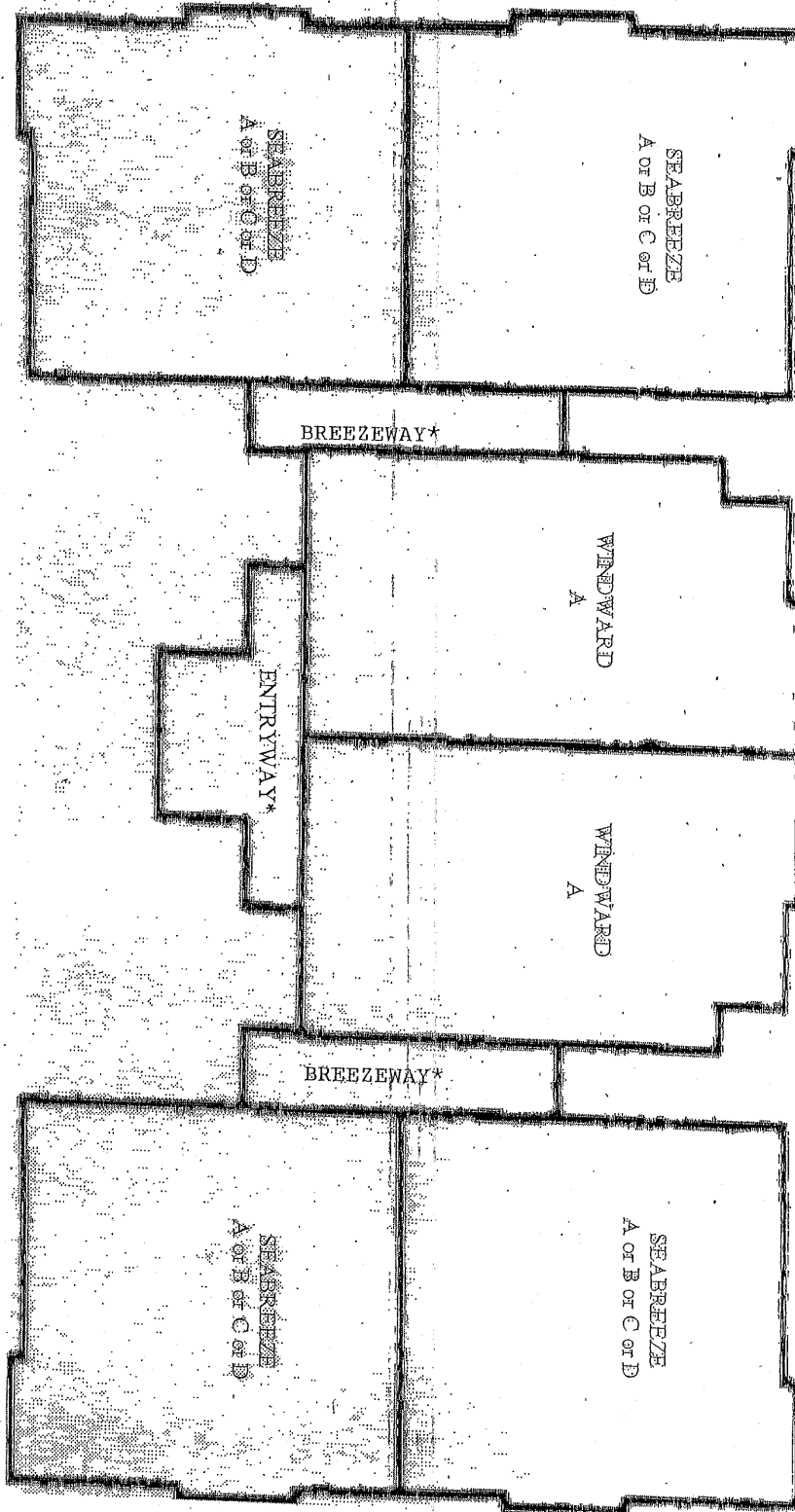
CURVE	LENGTH	RADIUS	ANGLE	CHORD
C1	142.25	255.00	31°57'45"	N78°53'02"E - 140.4
C2	92.95	330.00	16°08'20"	N53°03'42"E - 92.65
C3	105.99	230.00	26°24'08"	N74°19'56"E - 105.05
C4	57.67	90.00	36°42'49"	S75°11'24"W - 56.89
C5	55.82	140.00	22°50'37"	S02°10'18"W - 55.45
C6	87.46	70.00	71°35'22"	N26°32'41"E - 81.88
C7	136.23	162.00	48°10'54"	S55°16'23"E - 132.22
C8	212.18	268.00	45°21'40"	N35°12'53"W - 206.68

PLOT PLAN
VISTA COVE, A CONDOMINIUM

JANUARY 5, 2004

JONES & PELLICER, INC. LB# 6444
906 ANASTASIA BLVD. SUITE A
ST. AUGUSTINE, FLORIDA 32084
(904) 824-6115 FAX (904) 824-6453

PAGE 17 OF 60



BUILDING TYPE I A

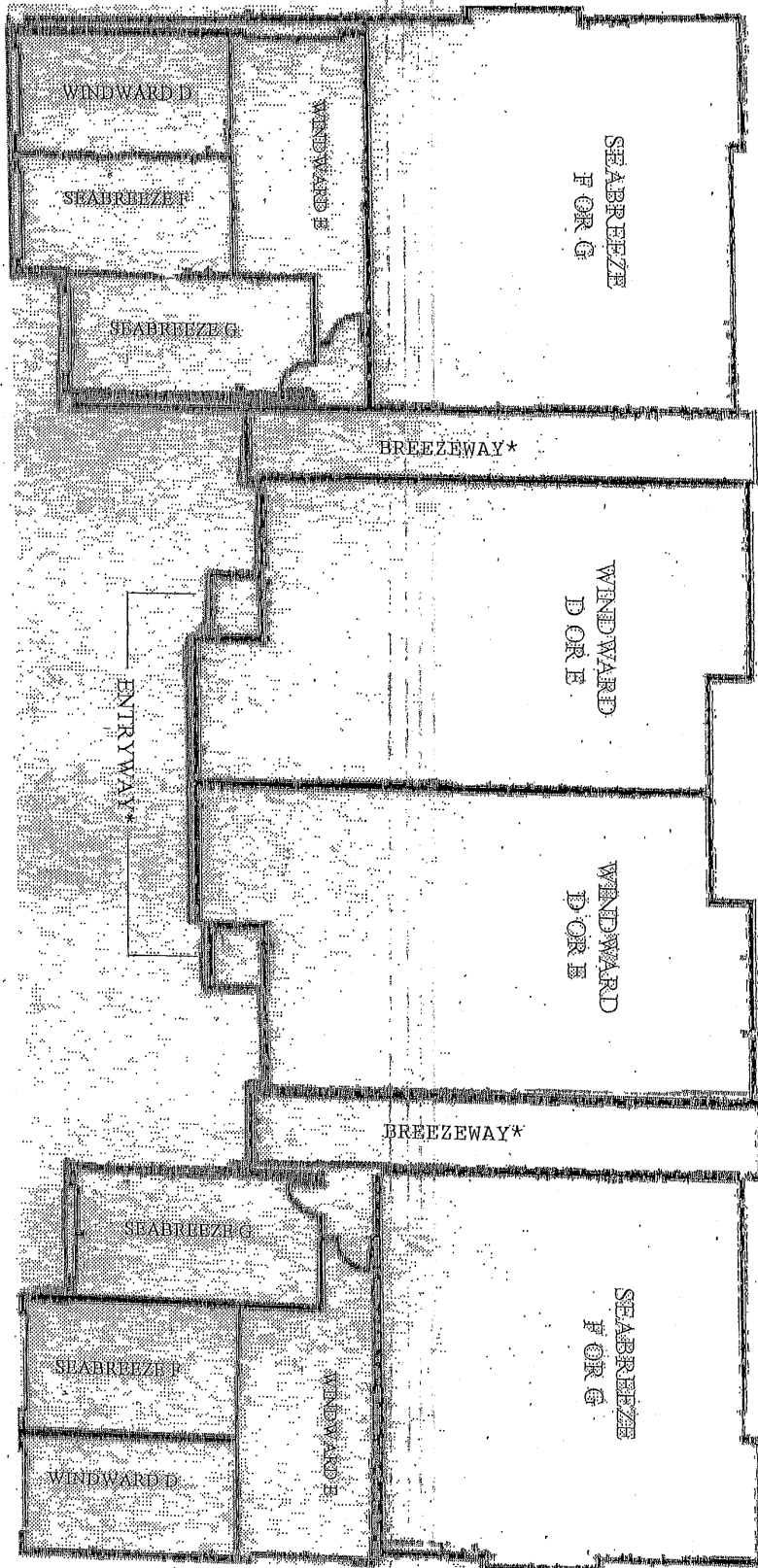
See addressing for floor plan designation

Units are designated Seabreeze A or B or C or D or Windward A

See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

This building type is a two (2) story building with Units on both floors

*Common Elements



BUILDING TYPE IV

See addressing for floor plan designation

Units are designated Seabreeze F or G or Windward D or E

Units include the corresponding garage

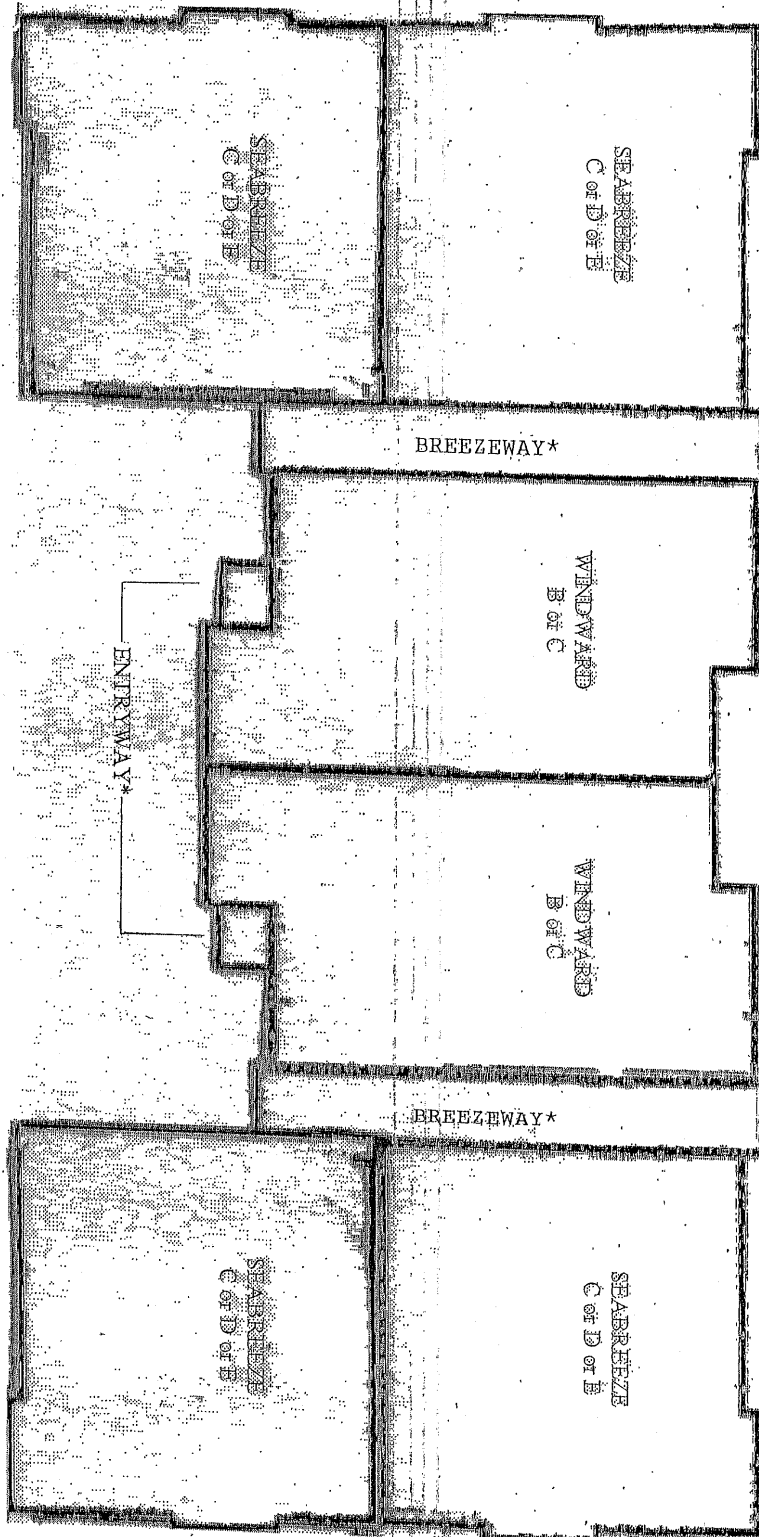
See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

This building type is a two (2) story building with Units on both floors

* Common Elements

**VISTA COVE, A CONDOMINIUM
BUILDING TYPE IV**

BUILDINGS 4100, 4200, 4300, 4600, 5100 AND 5200
Page 59 of 139



BUILDING TYPE I B

See addressing for floor plan designation

Units are designated Seabreeze C or D or E or Windward B or C

See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

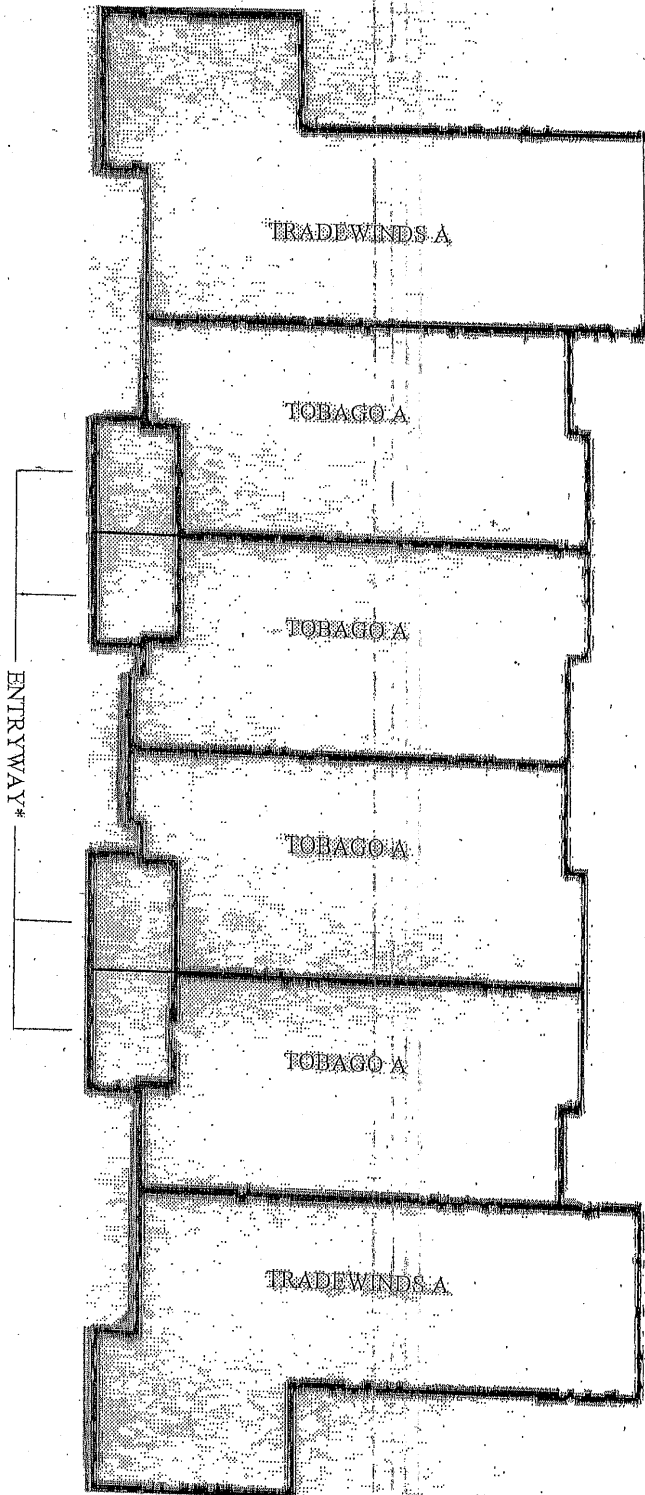
This building type is a two (2) story building with Units on both floors

*Common Elements

VISTA COVE, A CONDOMINIUM
BUILDING TYPE I B

PAGE 20 OF 60

BUILDINGS 1500, 1800, 2000, 2400, 2500, 2800, 3200, 3300 AND 3400



BUILDING TYPE II A

See addressing for floor plan designation

Units are designated Tradewinds A or Tobago A

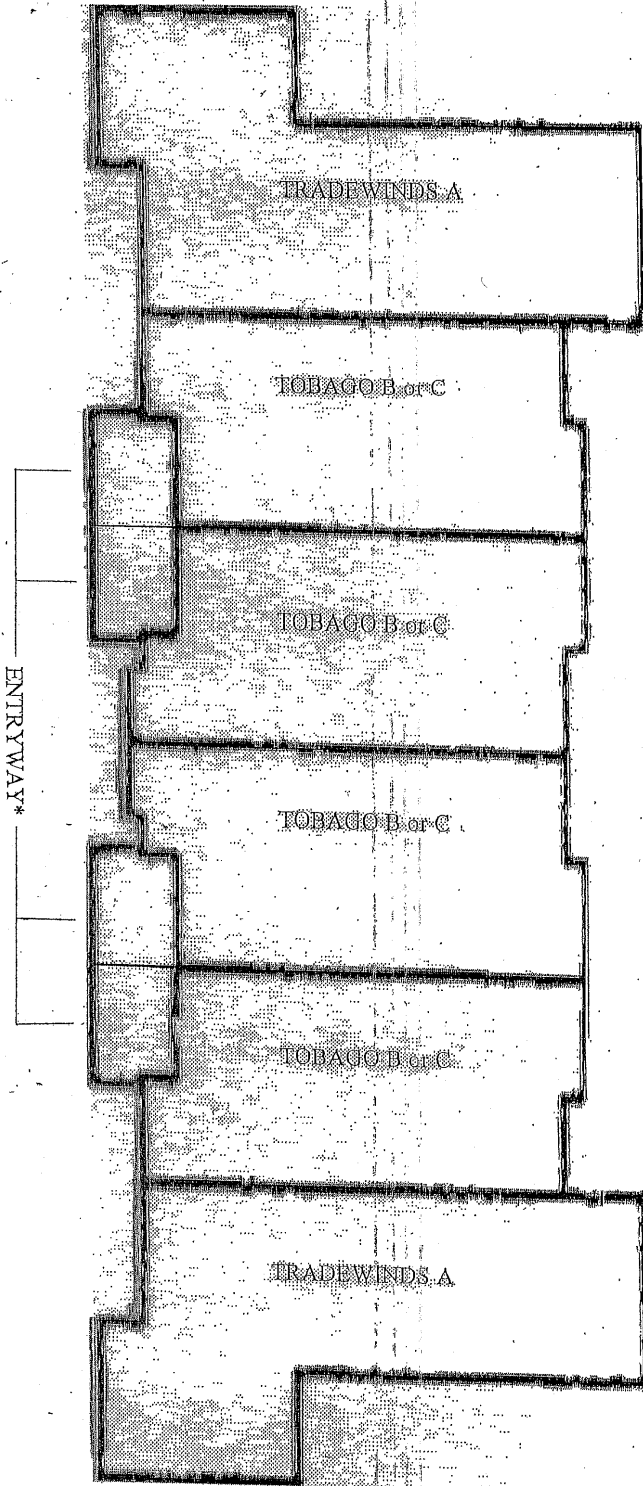
See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

This building type is a two (2) story building with townhouse style Units. See Unit floor plans for first and second floor plans

* Common Elements

VISTA COVE, A CONDOMINIUM
BUILDING TYPE II A
BUILDINGS 1200 AND 1400

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BUILDING TYPE II B

See addressing for floor plan designation

Units are designated Tradewinds A or Tobago B or C

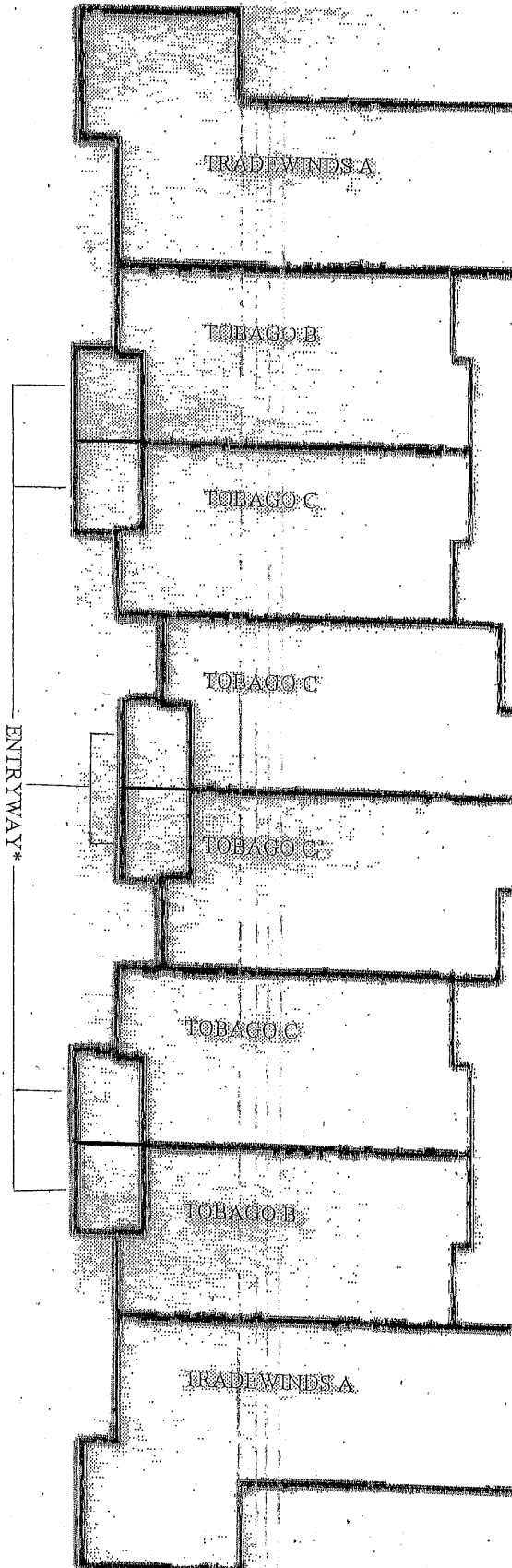
See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

This building type is a two (2) story building with townhouse style Units. See Unit floor plans for first and second floor plans

* Common Elements

VISTA COVE, A CONDOMINIUM
BUILDING TYPE II B
BUILDINGS 1900, 2700 AND 2900

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BUILDING TYPE III

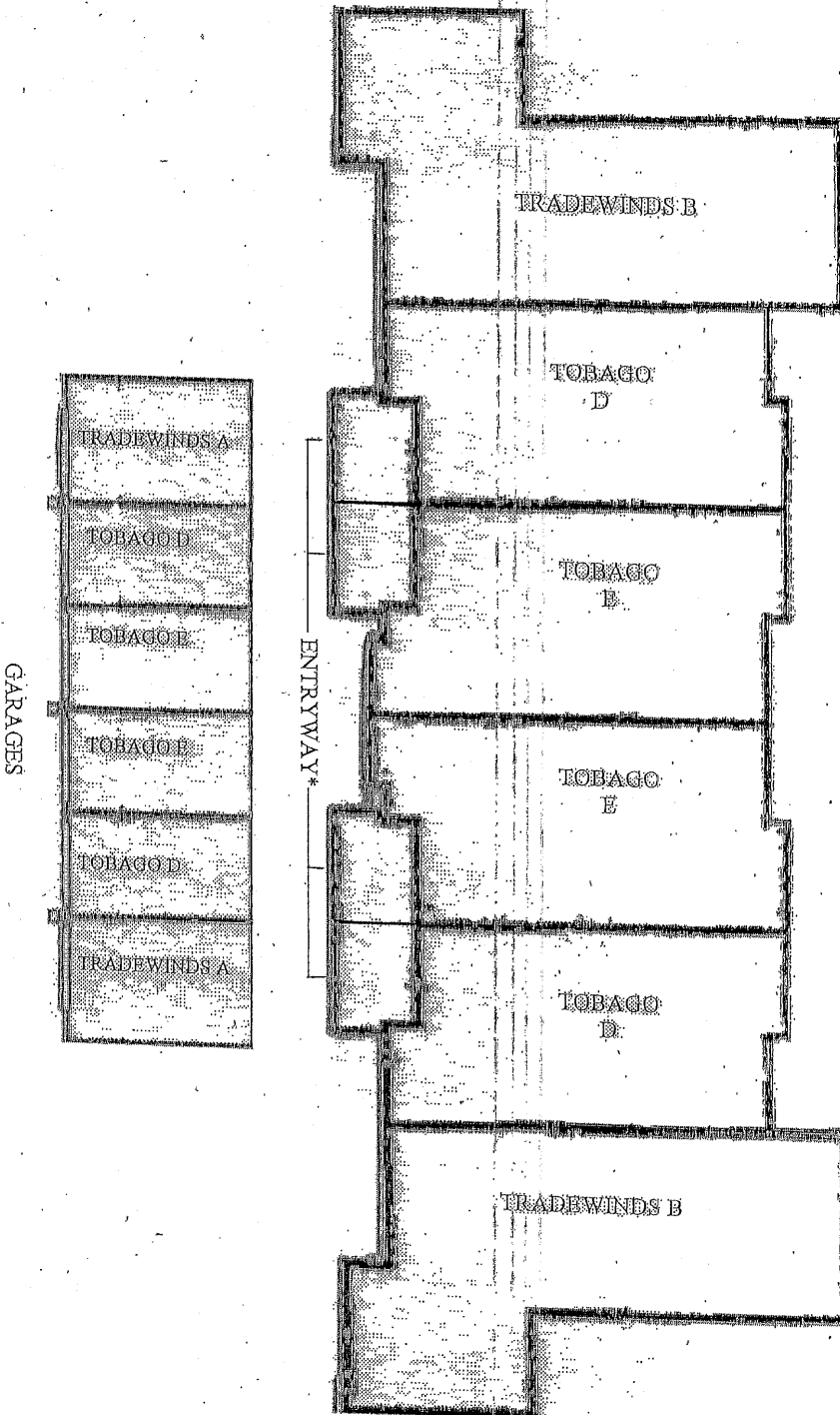
See addressing for floor plan designation

Units are designated Tradewinds A or Tobago B or C

See floor plans of Units (Sheets 25 through 43) for actual Unit configuration and dimensions

This building type is a two (2) story building with townhouse style Units. See Unit floor plans for first and second floor plans

*Common Elements



BUILDING TYPE V

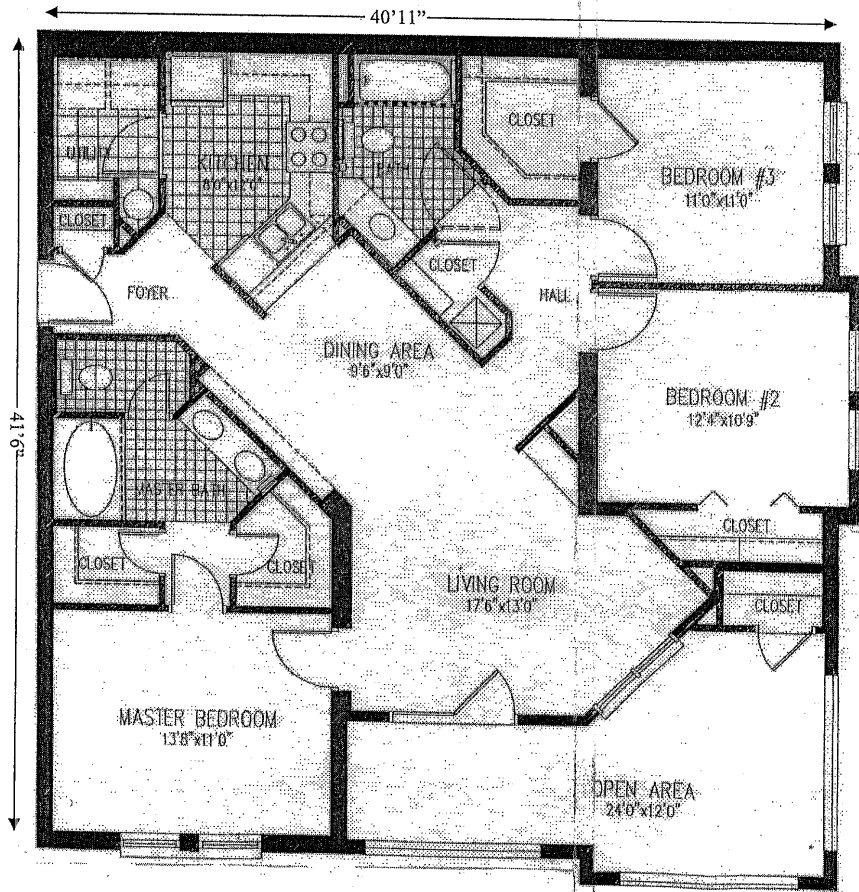
See addressing for floor plan designation

Units are designated Tradewinds B or Tobago D or E

Units include the corresponding garage

See floor plans of Units (sheets 25 through 43) for actual Unit configuration and dimensions

PLANNING & ARCHITECTURE, INC. 11111 S. TULSA STREET, SUITE 100, TULSA, OKLAHOMA 74116

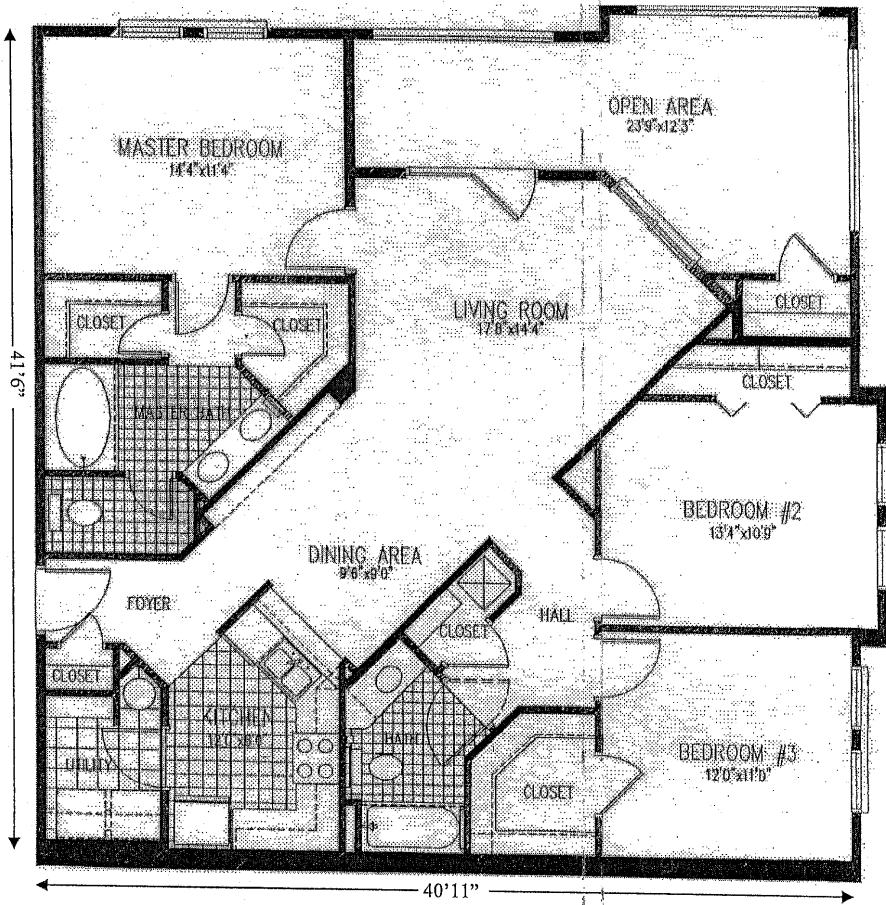


VISTA COVE, A CONDOMINIUM

**SEABREEZE (A)
1ST FLOOR**

PAGE 25 OF 60

Drawings are not to scale
All measurements are approximate

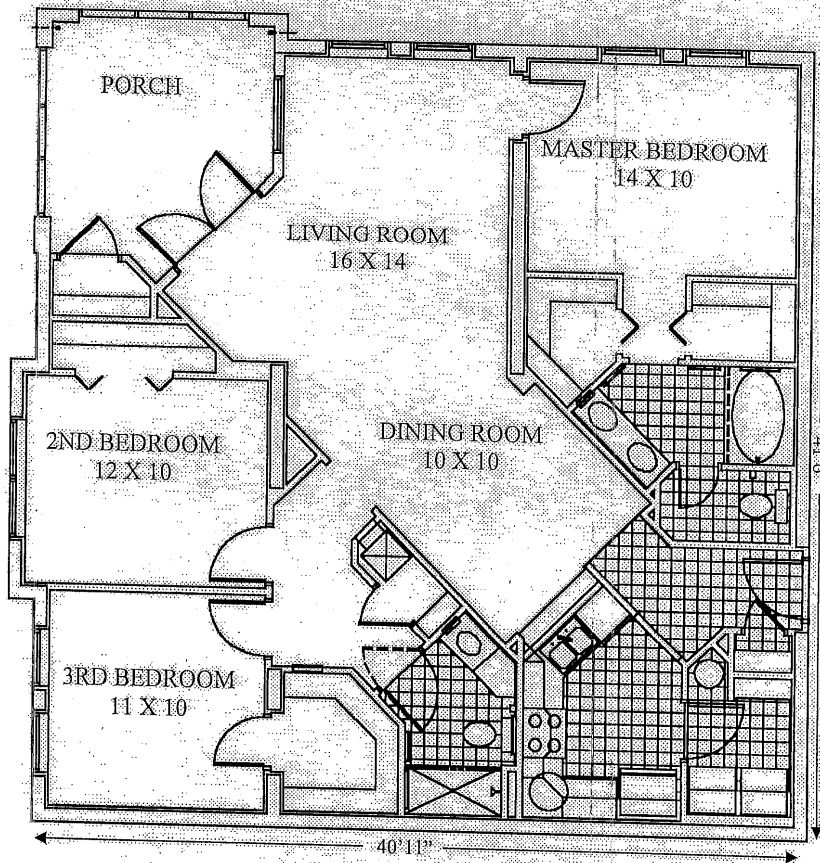


VISTA COVE, A CONDOMINIUM

**SEABREEZE (B)
2ND FLOOR**

PAGE 26 OF 60

Drawings are not to scale
All measurements are approximate

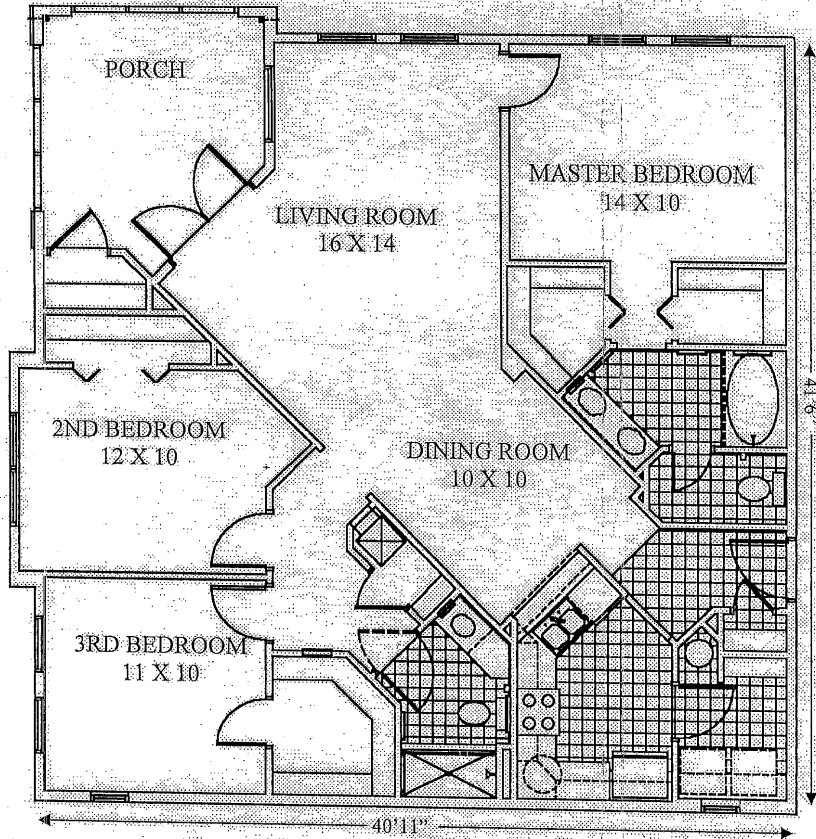


VISTA COVE, A CONDOMINIUM

**SEABREEZE (C)
1ST FLOOR**

Drawings are not to scale
All measurements are approximate

PAGE 27 OF 60

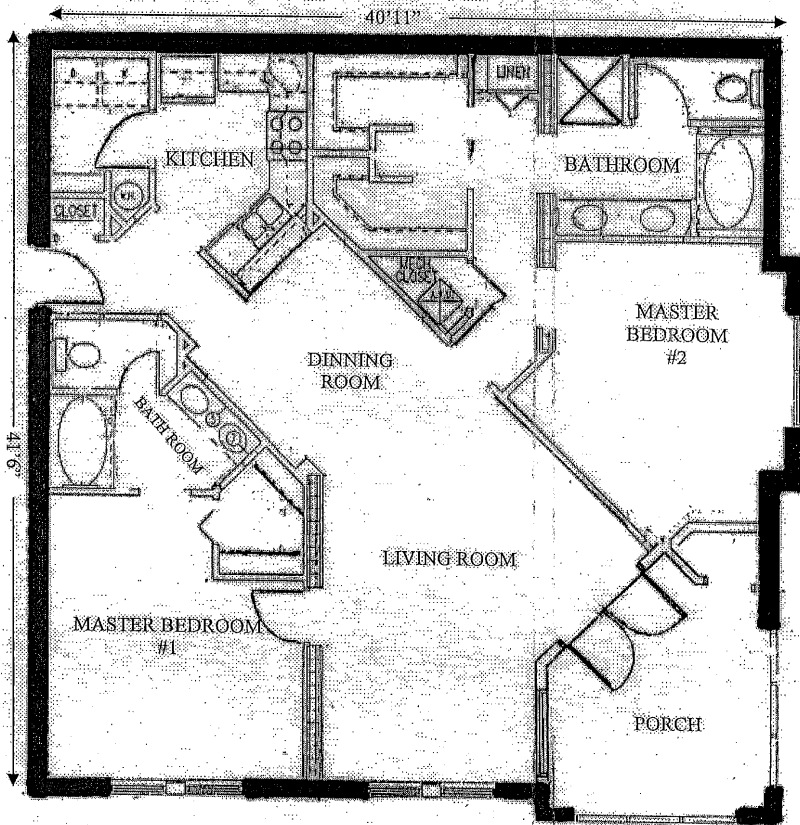


VISTA COVE, A CONDOMINIUM

SEABREEZE (D)
2ND FLOOR

PAGE 28 OF 60

Drawings are not to scale
All measurements are approximate



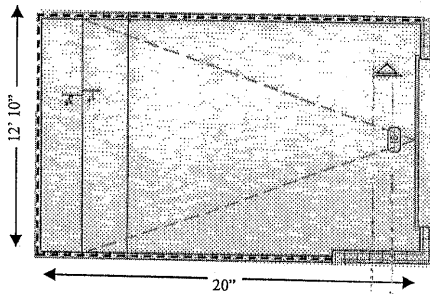
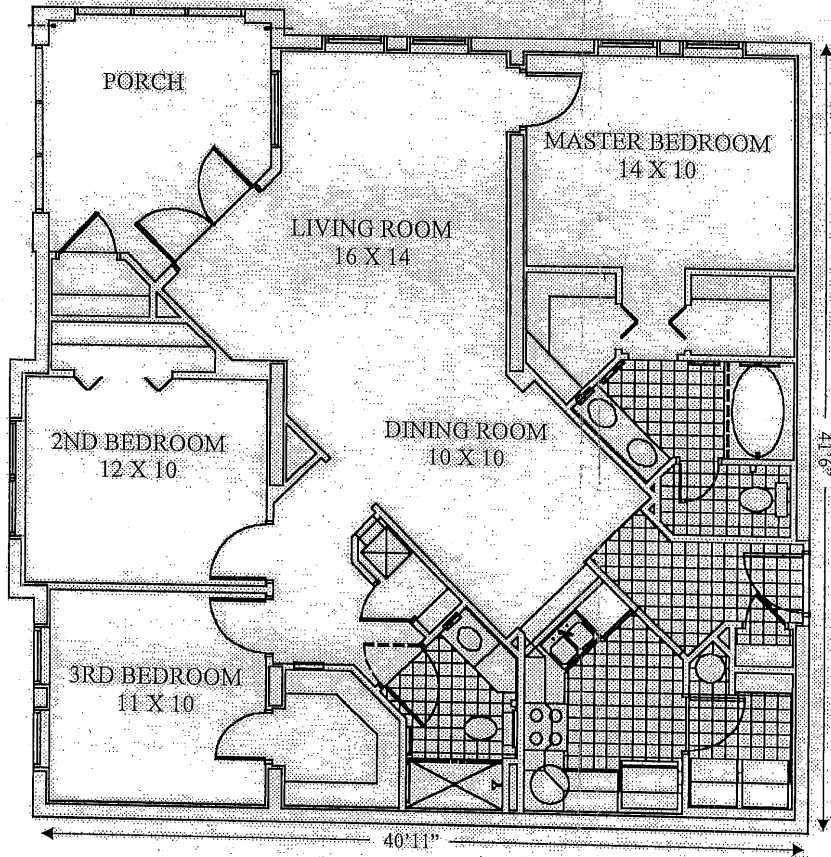
MASTER BEDROOM 1 AND PORCH SIZE MAY VARY

VISTA COVE, A CONDOMINIUM

SEABREEZE (E)
1ST & 2ND FLOOR

PAGE 29 OF 60

Drawings are not to scale
All measurements are approximate



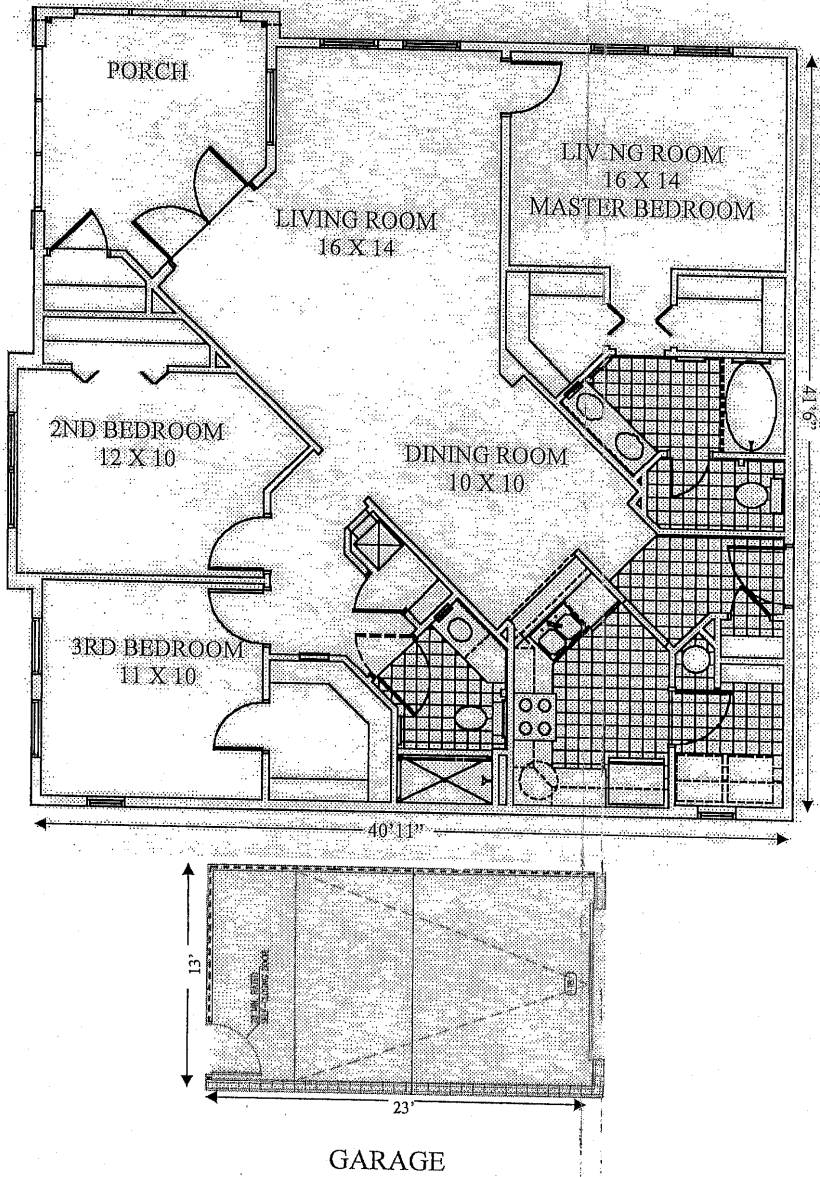
GARAGE

VISTA COVE, A CONDOMINIUM

SEABREEZE (F)
1ST FLOOR

PAGE 30 OF 100

Garage included with unit
Drawings are not to scale
All measurements are approximate

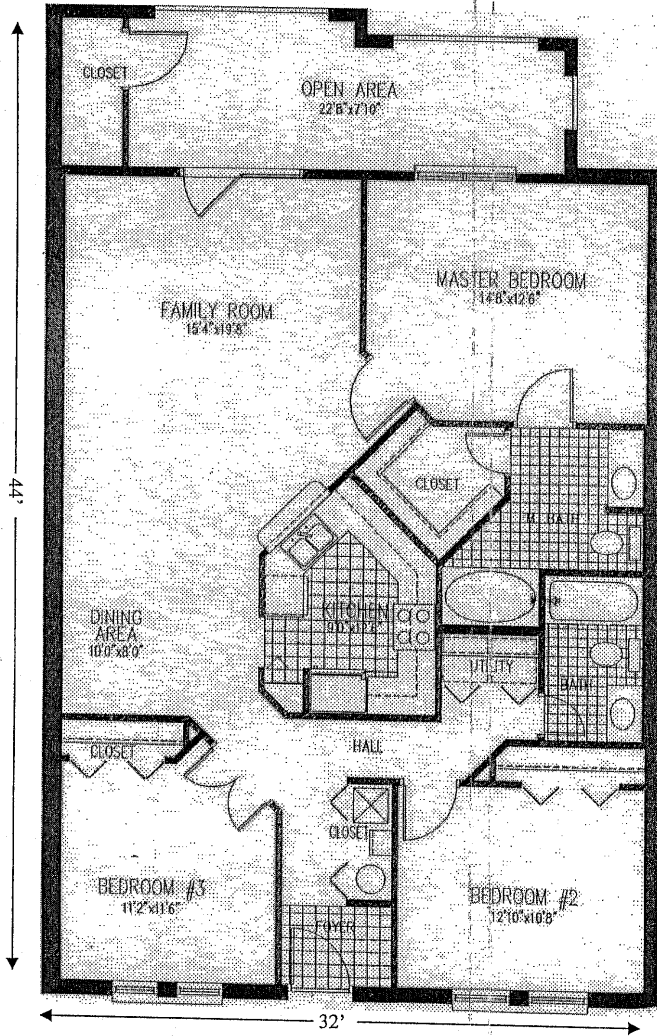


VISTA COVE, A CONDOMINIUM

SEABREEZE (G)
2ND FLOOR

Garage included with unit
Drawings are not to scale
All measurements are approximate

PAGE 31 OF 60

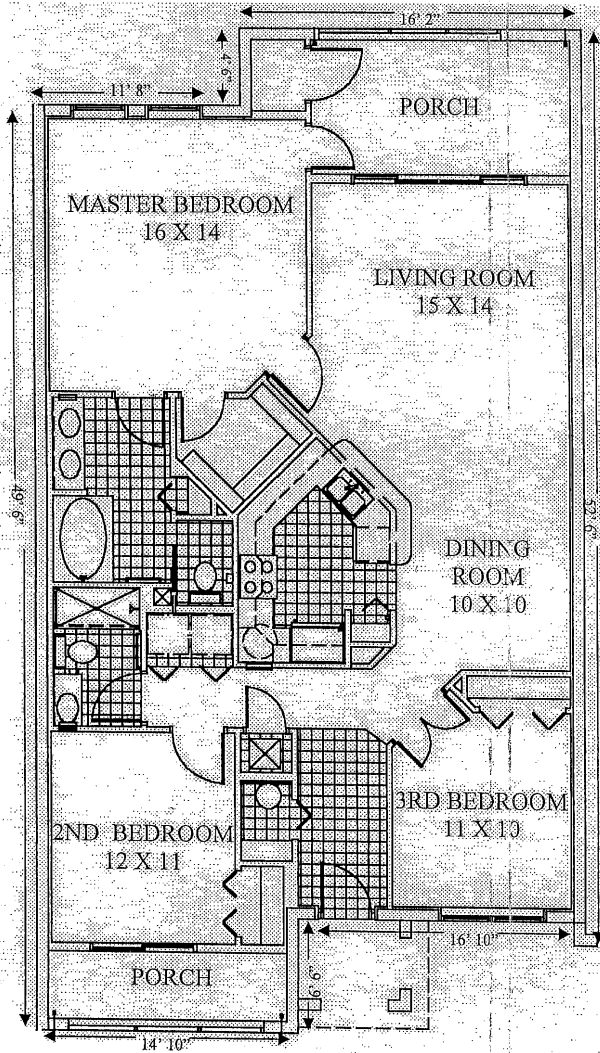


VISTA COVE, A CONDOMINIUM

**WINDWARD (A)
1ST & 2ND FLOOR**

Drawings are not to scale
All measurements are approximate

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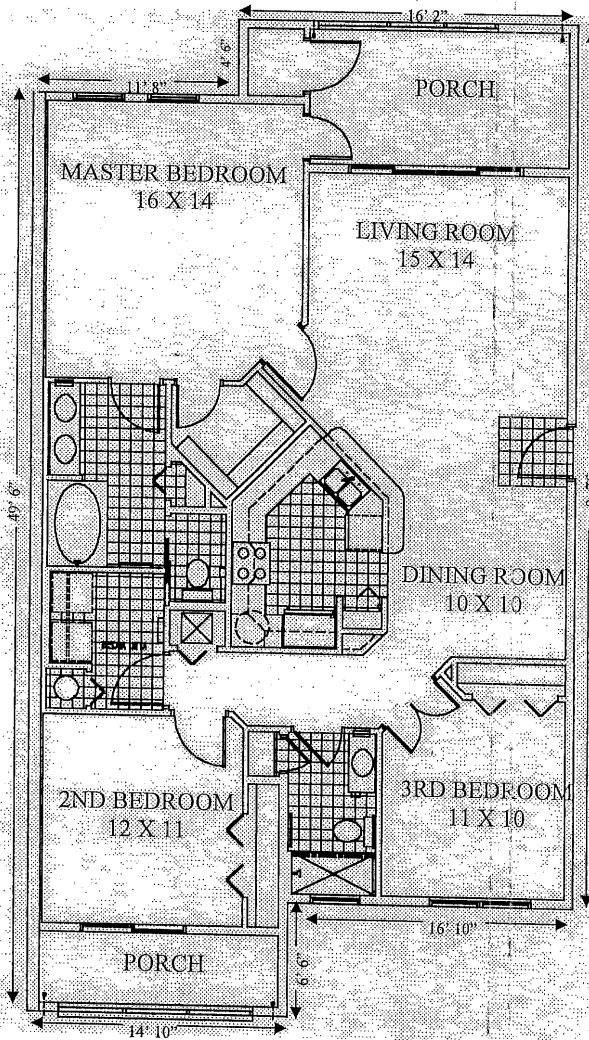


VISTA COVE, A CONDOMINIUM

WINDWARD (B)
1ST FLOOR

Drawings are not to scale
All measurements are approximate

- PAGE 33 OF 60

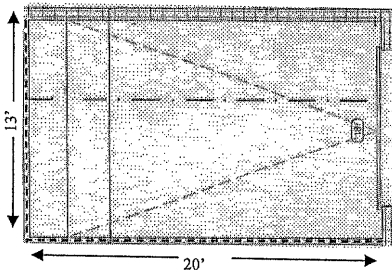
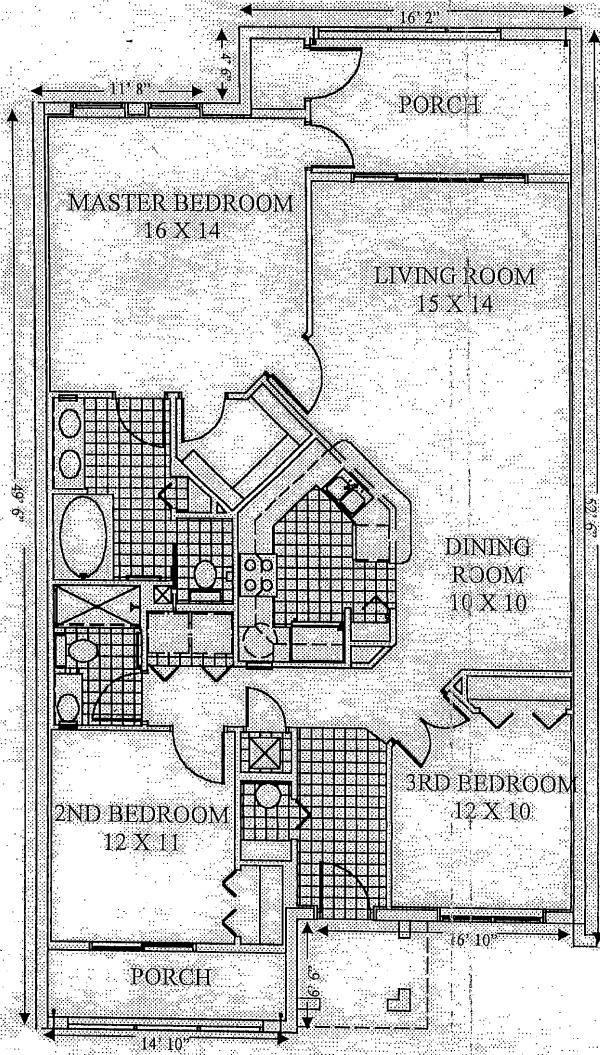


VISTA COVE, A CONDOMINIUM

WINDWARD (C) 2ND FLOOR

Drawings are not to scale
All measurements are approximate

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GARAGE

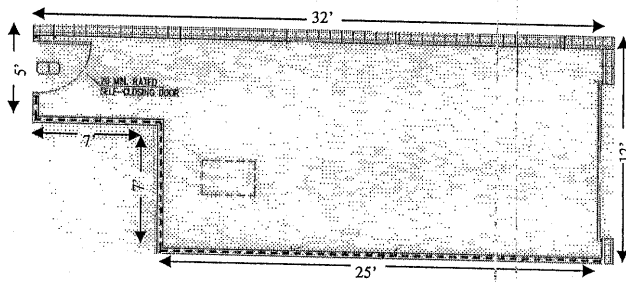
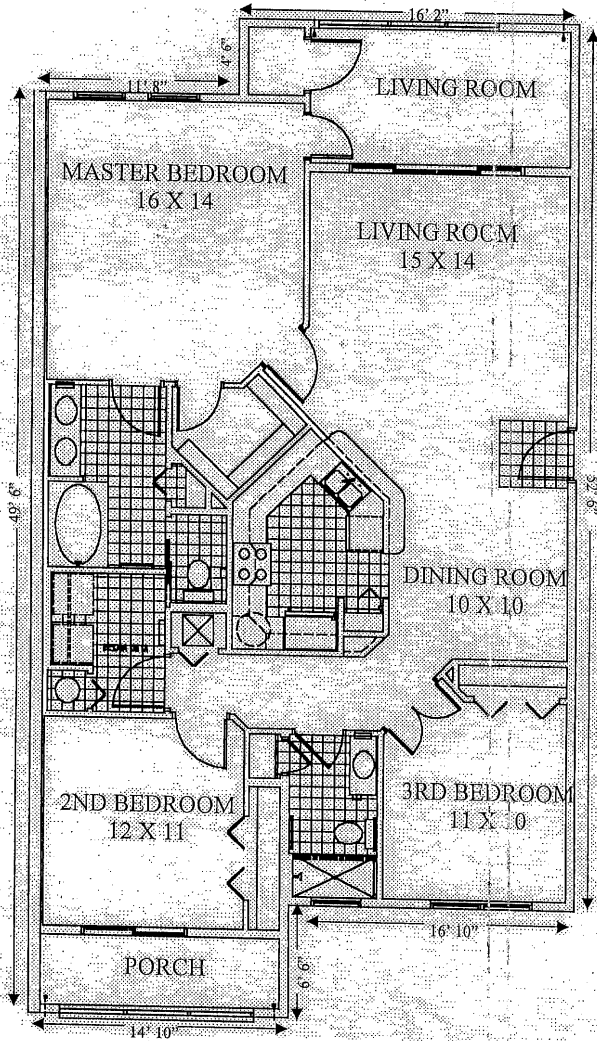
VISTA COVE, A CONDOMINIUM

WINDWARD (D)
1ST FLOOR

Garage included with unit
Drawings are not to scale
All measurements are approximate

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OR2224PG 529



GARAGE

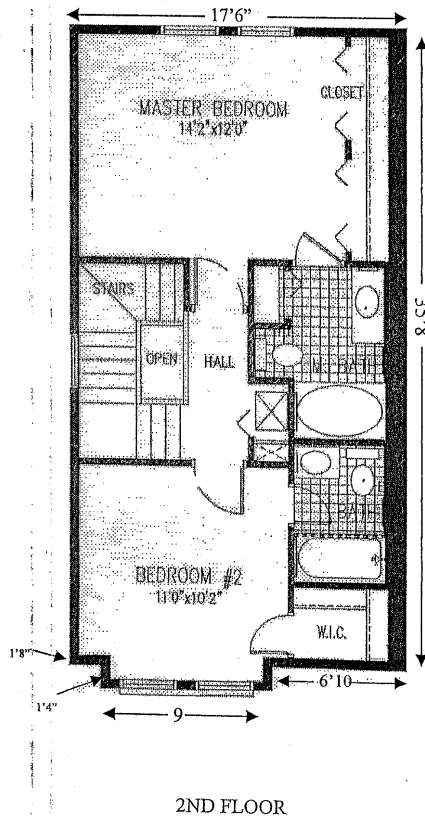
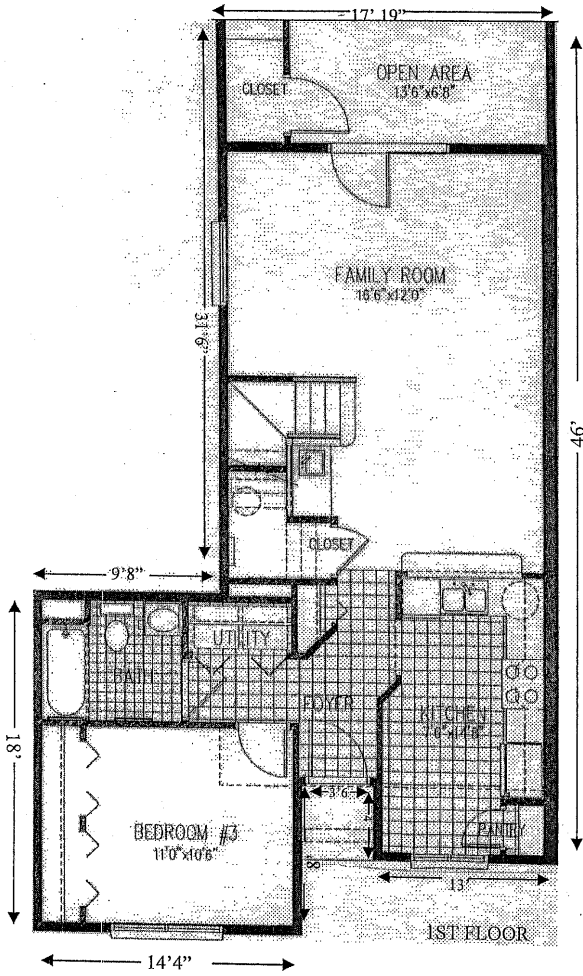
VISTA COVE, A CONDOMINIUM

WINDWARD (E)
2ND FLOOR

Garage included with unit.
Drawings are not to scale.
All measurements are approximate

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OR2224PG 530

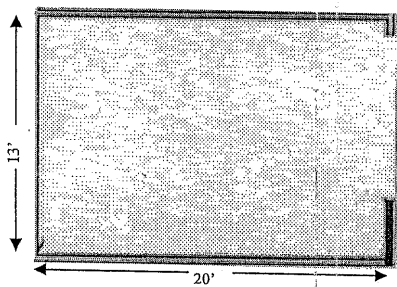
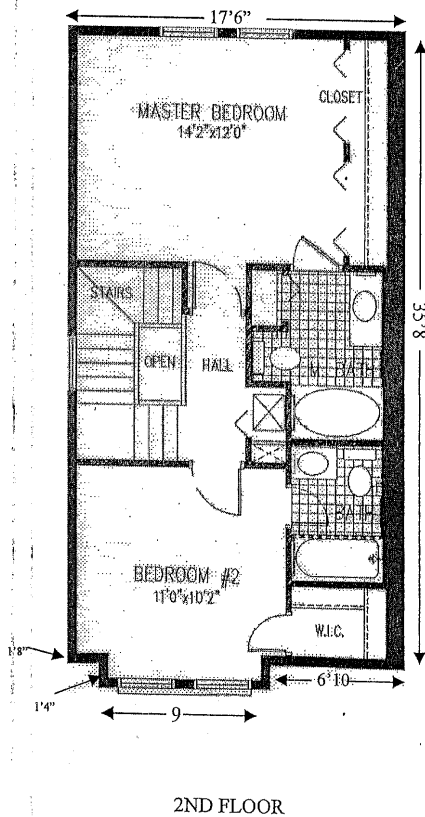
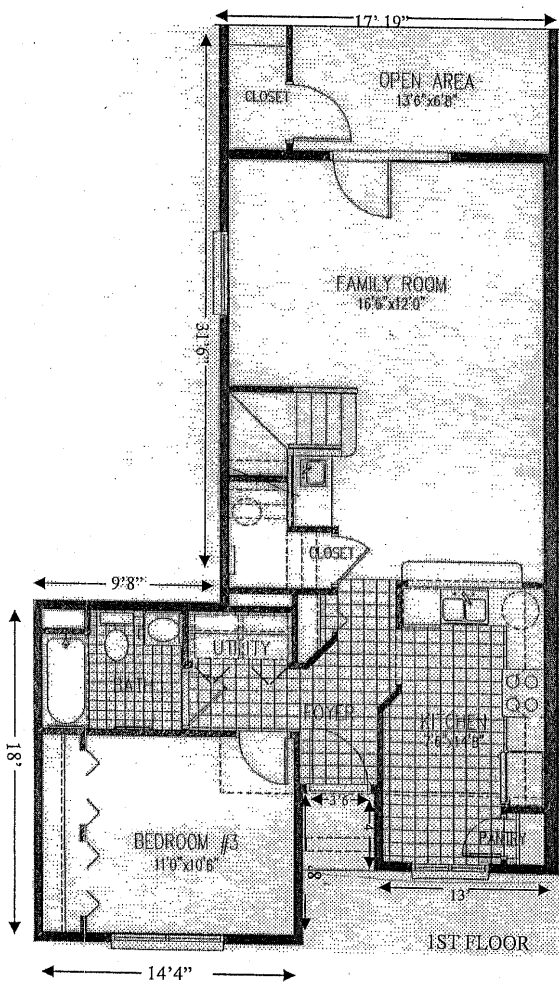


VISTA COVE, A CONDOMINIUM

TRADEWINDS (A)

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Drawings are not to scale
All measurements are approximate



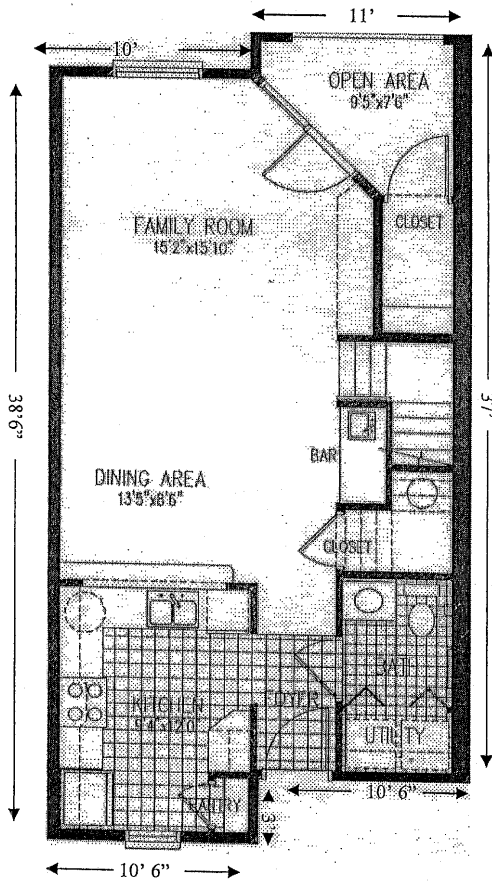
GARAGE

VISTA COVE, A CONDOMINIUM

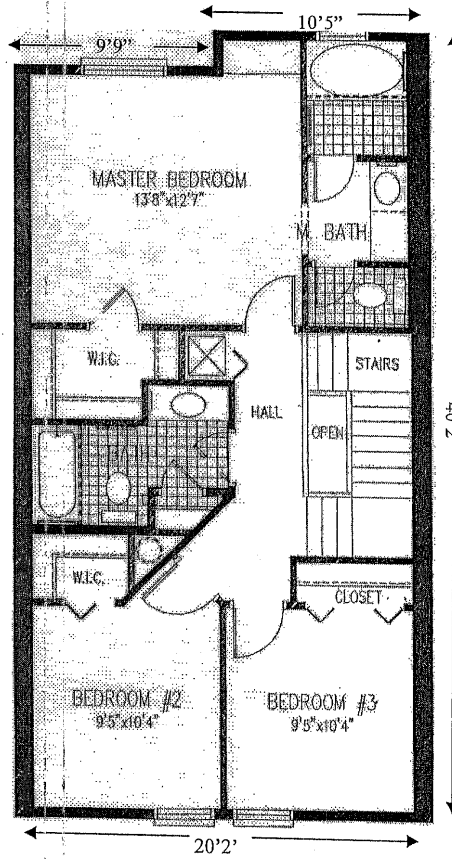
TRADEWINDS (B)

PAGE 38 OF 60

Garage included with unit
Drawings are not to scale
All measurements are approximate



1ST FLOOR

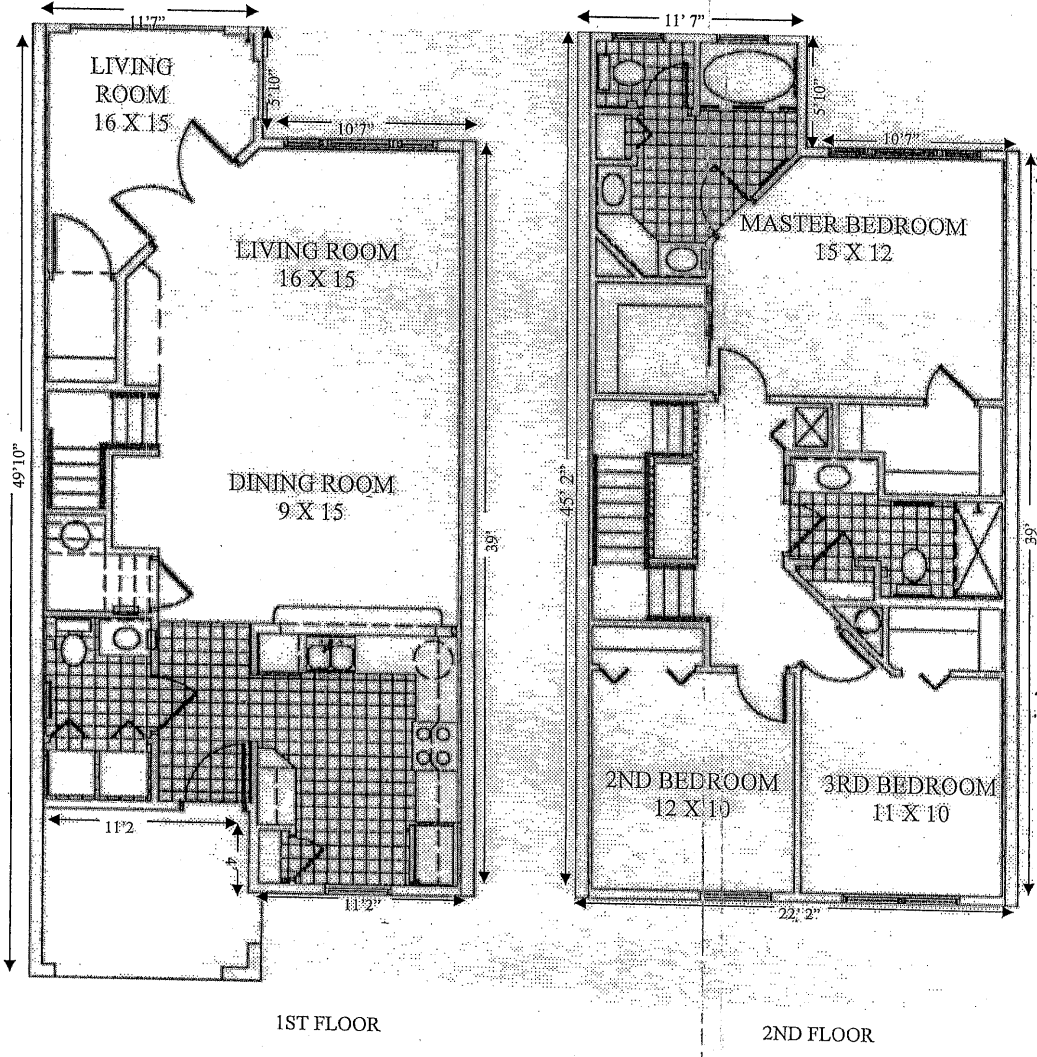


2ND FLOOR

VISTA COVE, A CONDOMINIUM

TOBAGO - A

Drawings are not to scale
All measurements are approximate

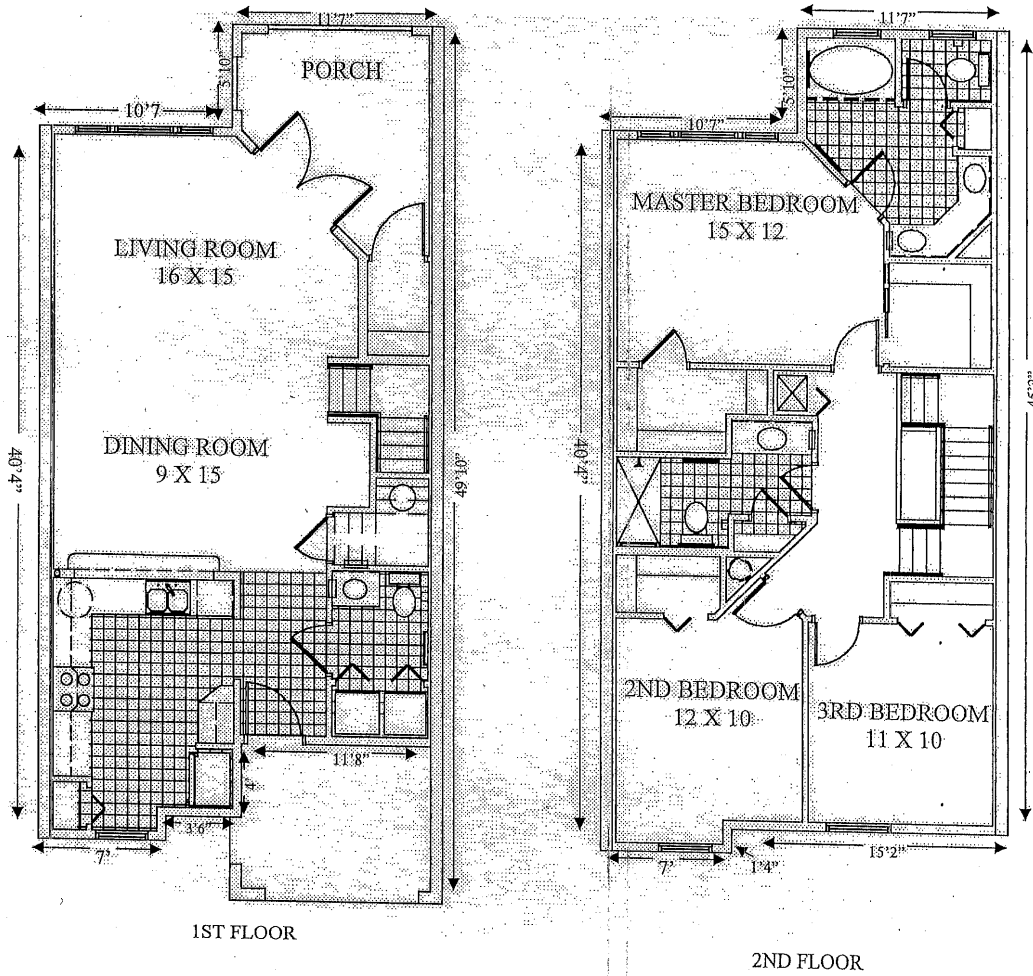


VISTA COVE, A CONDOMINIUM

TOBAGO (B)

Drawings are not to scale
All measurements are approximate

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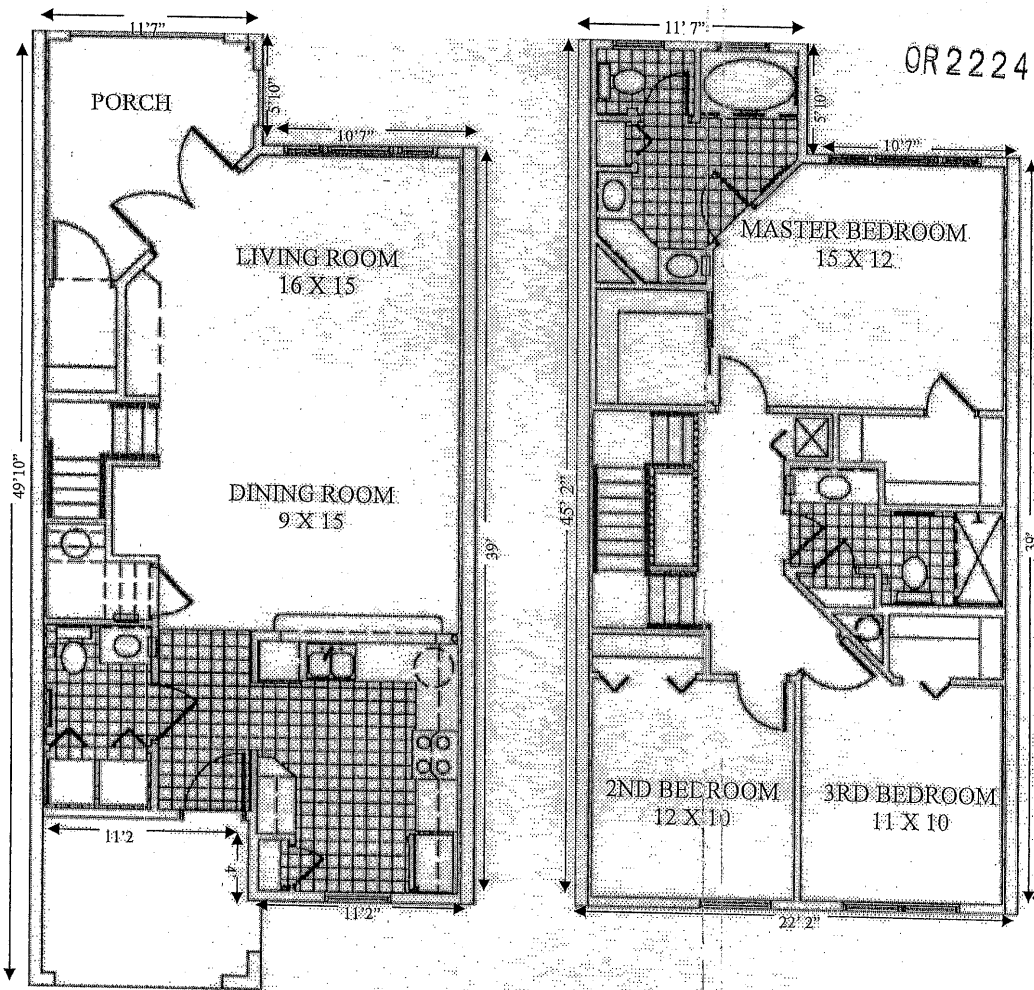
VISTA COVE, A CONDOMINIUM

TOBABGO (C)

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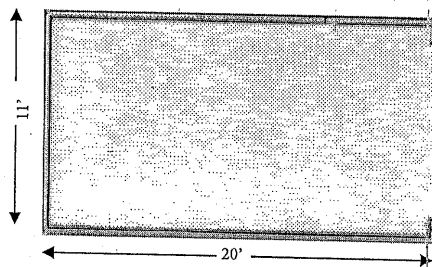
Drawings are not to scale
All measurements are approximate

OR 2224 PG 535



1ST FLOOR

2ND FLOOR



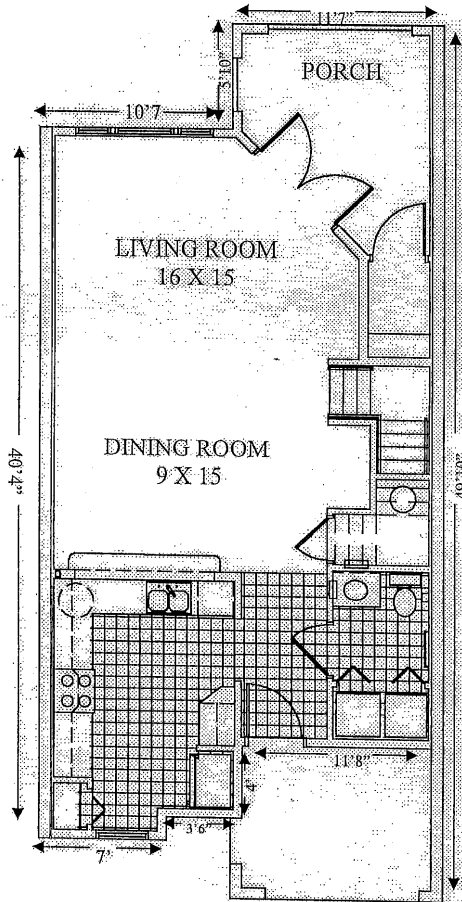
GARAGE

VISTA COVE, A CONDOMINIUM

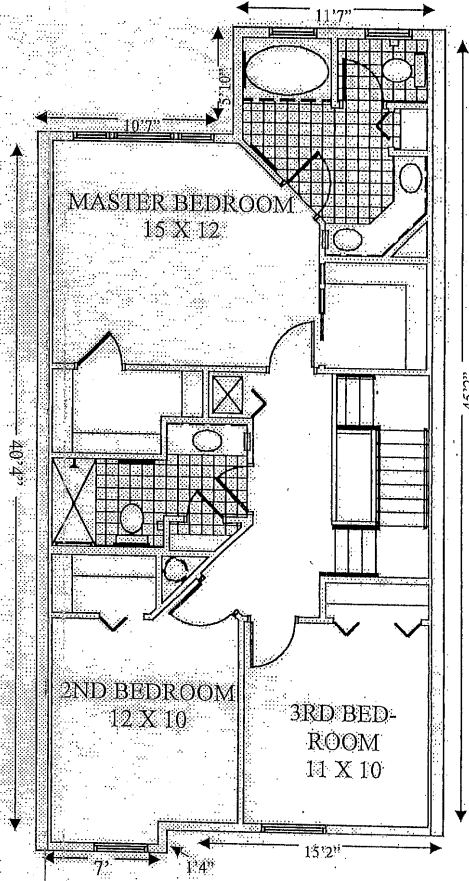
TOBAGO (D)

Garage included with unit
 Drawings are not to scale
 All measurements are approximate

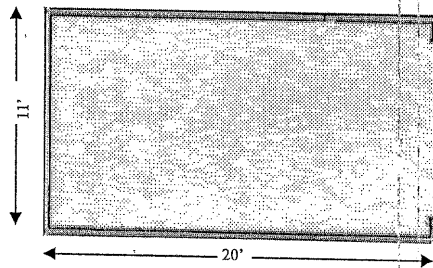
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1ST FLOOR



2ND FLOOR



GARAGE

VISTA COVE, A CONDOMINIUM

TOBABGO (E)

Garage included with unit
Drawings are not to scale
All measurements are approximate

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VISTA COVE, A CONDOMINIUM
DESCRIPTION OF FUTURE PHASES

<u>PHASE NUMBER</u>	<u>BUILDING TYPE</u>	<u>MINIMUM/MAXIMUM NUMBER OF UNITS</u>
20	4	7/8
21	5	5/6
22	5	5/6
23	5	5/6
24	4	7/8
25	4	7/8
26	4	7/8
27	5	5/6
28	4	7/8
29	IB	10/12
30	IB	10/12
31	5	5/6
32	fitness center	
34	boat and rv storage	
35	wetlands and residual land between phases	

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PHASE 20

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 53 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 08 SECONDS WEST, 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 30 SECONDS WEST 18.15 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 01 DEGREE 37 MINUTES 21 SECONDS EAST 138.68 FEET; THENCE NORTH 84 DEGREES 07 MINUTES 19 SECONDS WEST 17.59 FEET; THENCE ON A CURVE CONCAVE SOUTHERLY AND WITH RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 42 MINUTES 48 SECONDS, AN ARC DISTANCE OF 57.67 FEET (CHORD=SOUTH 75 DEGREES 11 MINUTES 24 SECONDS WEST-56.69 FEET); THENCE SOUTH 56 DEGREES 51 MINUTES 10 SECONDS WEST 139.71 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 175.57 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 51 SECONDS EAST 192.84 FEET; THENCE NORTH 57 DEGREES 36 MINUTES 30 SECONDS EAST 17.10 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 28 SECONDS EAST 48.46 FEET; THENCE NORTH 57 DEGREES 54 MINUTES 13 SECONDS EAST 27.03 FEET TO THE POINT OF BEGINNING.

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PHASE 21

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 87.20 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST 28.26 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD=NORTH 74 DEGREES 19 MINUTES 56 SECONDS EAST-105.05 FEET); THENCE NORTH 61 DEGREES 07 MINUTES 52 SECONDS EAST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD=NORTH 53 DEGREES 03 MINUTES 42 SECONDS EAST-92.65 FEET); THENCE SOUTH 74 DEGREES 26 MINUTES 39 SECONDS EAST 43.32 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 31 SECONDS EAST 42.19 FEET; THENCE SOUTH 14 DEGREES 40 MINUTES 06 SECONDS WEST 140.39 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 26 SECONDS EAST 19.85 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES 35 SECONDS EAST 25.40 FEET; THENCE NORTH 73 DEGREES 39 MINUTES 58 SECONDS WEST 55.05 FEET; THENCE NORTH 76 DEGREES 57 MINUTES 32 SECONDS WEST 86.61 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 15 SECONDS WEST 69.70 FEET; THENCE SOUTH 67 DEGREES 18 MINUTES 22 SECONDS WEST 99.18 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 96.22 FEET TO THE POINT OF BEGINNING.

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PHASE 22

A PARCEL OF LAND IN GOVERNMENT LOT 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 183.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 67 DEGREES 18 MINUTES 22 SECONDS EAST 99.18; THENCE SOUTH 83 DEGREES 39 MINUTES 15 SECONDS EAST 69.70 FEET; THENCE SOUTH 76 DEGREES 57 MINUTES 32 SECONDS EAST 86.61 FEET; THENCE SOUTH 73 DEGREES 39 MINUTES 58 SECONDS WEST 55.05 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 42 SECONDS EAST 16.20 FEET; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS EAST 41.30 FEET; THENCE SOUTH 10 DEGREES 44 MINUTES 11 SECONDS EAST 13.70 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 17 SECONDS EAST 45.30 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 13 SECONDS WEST 165.63 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 142.11 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 126.27 FEET TO THE POINT OF BEGINNING.

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PHASE 23

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 58.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 107.63 FEET; THENCE SOUTH 28 DEGREES 52 MINUTES 11 SECONDS EAST 123.80 FEET; THENCE SOUTH 22 DEGREES 30 MINUTES 40 SECONDS EAST 125.12 FEET; THENCE SOUTH 07 DEGREES 18 MINUTES 52 SECONDS EAST 71.26 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 207.22 FEET; THENCE NORTH 03 DEGREES 28 MINUTES 13 SECONDS WEST 326.88 FEET TO THE POINT OF BEGINNING.

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PHASE 24

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 53 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 08 SECONDS WEST, 28.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 75 DEGREES 55 MINUTES 38 SECONDS EAST 22.37 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 16 SECONDS EAST 28.01 FEET; THENCE SOUTH 62 DEGREES 03 MINUTES 43 SECONDS EAST 36.30 FEET; THENCE SOUTH 66 DEGREES 59 MINUTES 24 SECONDS EAST 27.37 FEET; THENCE SOUTH 61 DEGREES 27 MINUTES 30 SECONDS EAST 21.91 FEET; THENCE NORTH 75 DEGREES 36 MINUTES 35 SECONDS EAST 35.85 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 13 SECONDS EAST 34.25 FEET; THENCE SOUTH 15 DEGREES 01 MINUTE 29 SECONDS EAST 18.25 FEET; THENCE SOUTH 15 DEGREES 46 MINUTES 14 SECONDS WEST 20.15 FEET; THENCE SOUTH 27 DEGREES 08 MINUTES 25 SECONDS EAST 25.82 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 42 SECONDS EAST 43.83 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 42 SECONDS WEST 116.68 FEET; THENCE SOUTH 64 DEGREES 17 MINUTES 36 SECONDS WEST 30.32 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 34 SECONDS EAST 30.65 FEET; THENCE NORTH 78 DEGREES 43 MINUTES 42 SECONDS WEST 57.54 FEET; THENCE NORTH 05 DEGREES 54 MINUTES 44 SECONDS EAST 27.85 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 27 SECONDS WEST 11.27 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 21 SECONDS WEST 18.62 FEET; THENCE NORTH 15 DEGREES 56 MINUTES 23 SECONDS WEST 28.25 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS WEST 25.37 FEET; THENCE NORTH 82 DEGREES 31 MINUTES 16 SECONDS WEST 22.00 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 04 SECONDS WEST 26.84 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 14 SECONDS WEST 67.02 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 21 SECONDS WEST 138.68 FEET; THENCE NORTH 23 DEGREES 11 MINUTES 24 SECONDS EAST 18.15 FEET TO THE POINT OF BEGINNING.

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PHASE 25

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST 208.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTHERLY ON A CURVE CONCAVE EASTERLY AND WITH RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 50 MINUTES 37 SECONDS, AN ARC DISTANCE OF 55.82 FEET (CHORD=NORTH 02 DEGREES 10 MINUTES 18 SECONDS EAST-55.45 FEET); THENCE NORTH 13 DEGREES 36 MINUTES 34 SECONDS EAST 150.33 FEET; THENCE SOUTH 75 DEGREES 52 MINUTES 38 SECONDS EAST 112.80 FEET; THENCE SOUTH 64 DEGREES 24 MINUTES 15 SECONDS EAST 36.21 FEET; THENCE SOUTH 06 DEGREES 09 MINUTES 02 SECONDS WEST 31.80 FEET; THENCE SOUTH 17 DEGREES 33 MINUTES 09 SECONDS WEST 5.13 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 15 SECONDS EAST 10.60 FEET; THENCE SOUTH 14 DEGREES 53 MINUTES 26 SECONDS WEST 12.59 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 00 SECONDS EAST 102.93 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 46 SECONDS EAST 22.40 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 52 SECONDS WEST 211.98 FEET TO THE POINT OF BEGINNING.

PHASE 26

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 34 DEGREES 35 MINUTES 58 SECONDS EAST 37.00 FEET; THENCE NORTH 36 DEGREES 52 MINUTES 42 SECONDS EAST 22.02 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 04 SECONDS EAST 19.86 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 48 SECONDS EAST 29.11 FEET; THENCE NORTH 23 DEGREES 50 MINUTES 10 SECONDS EAST 21.21 FEET; THENCE NORTH 13 DEGREES 54 MINUTES 51 SECONDS EAST 93.34 FEET; THENCE NORTH 44 DEGREES 50 MINUTES 07 SECONDS EAST 57.67 FEET; THENCE SOUTH 74 DEGREES 26 MINUTES 16 SECONDS EAST 46.65 FEET; THENCE SOUTH 75 DEGREES 52 MINUTES 38 SECONDS EAST 50.55 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 34 SECONDS WEST, 150.33 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE EASTERLY AND WITH RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 50 MINUTES 37 SECONDS, AN ARC DISTANCE OF 55.82 FEET (CHORD=SOUTH 02 DEGREES 10 MINUTES 18 SECONDS WEST 55.45 FEET); THENCE NORTH 85 DEGREES 41 MINUTES 56 SECONDS WEST 208.88 FEET TO THE POINT OF BEGINNING.

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PHASE 27

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST 208.88 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST 117.73 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 71 DEGREES 35 MINUTES 22 SECONDS, AN ARC DISTANCE OF 87.46 FEET (CHORD=SOUTH 26 DEGREES 32 MINUTES 41 SECONDS WEST-81.88 FEET); THENCE SOUTH 25 DEGREES 55 MINUTES 03 SECONDS EAST 56.35 FEET; THENCE SOUTH 08 DEGREES 18 MINUTES 51 SECONDS EAST 11.70 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET 131.69 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 52 SECONDS WEST 71.26 FEET; THENCE NORTH 22 DEGREES 30 MINUTES 40 SECONDS WEST 125.12 FEET; THENCE NORTH 28 DEGREES 52 MINUTES 11 SECONDS WEST 123.80 FEET TO THE POINT OF BEGINNING.

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PHASE 28

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST 208.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88 DEGREES 04 MINUTES 52 SECONDS EAST 211.98 FEET; THENCE SOUTH 27 DEGREES 06 MINUTES 29 SECONDS WEST 31.13 FEET; THENCE SOUTH 61 DEGREES 33 MINUTES 49 SECONDS WEST 17.74 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 12 SECONDS WEST 35.42 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 01 SECONDS EAST 56.84 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 29 SECONDS EAST 22.27 FEET; THENCE SOUTH 20 DEGREES 08 MINUTES 44 SECONDS WEST 35.25 FEET; THENCE SOUTH 47 DEGREES 23 MINUTES 11 SECONDS EAST 32.81 FEET; THENCE SOUTH 79 DEGREES 07 MINUTES 05 SECONDS EAST 7.63 FEET; THENCE SOUTH 24 DEGREES 19 MINUTES 45 SECONDS EAST 11.88 FEET; THENCE SOUTH 06 DEGREES 09 MINUTES 18 SECONDS WEST 22.45 FEET; THENCE SOUTH 80 DEGREES 54 MINUTES 21 SECONDS WEST 2.71 FEET; THENCE SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 11.86 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 248.65 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 51 SECONDS WEST 11.70 FEET; THENCE NORTH 25 DEGREES 55 MINUTES 03 SECONDS WEST 56.35 FEET; THENCE NORTHERLY ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 71 DEGREES 35 MINUTES 22 SECONDS, AN ARC DISTANCE OF 87.46 FEET (CHORD=NORTH 26 DEGREES 32 MINUTES 41 SECONDS EAST-81.88 FEET); THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 117.73 FEET TO THE POINT OF BEGINNING.

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PHASE 29

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST JOHNS AND STATE OF FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BLOCK 62, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

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PHASE 30

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST JOHNS AND STATE OF FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BLOCK 38, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

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PHASE 31

A PARCEL OF LAND IN GOVERNMENT LOTS 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 13, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 58.00 FEET; THENCE SOUTH 03 DEGREES 28 MINUTES 13 SECONDS EAST 326.88 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 165.55 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 350.31 FEET TO THE POINT OF BEGINNING.

PHASE 32 - FITNESS CENTER

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 52 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 05 SECONDS WEST, 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 24 SECONDS WEST 18.15 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 21 SECONDS EAST 138.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 01 DEGREE 47 MINUTES 14 SECONDS EAST 67.02 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 04 SECONDS WEST 5.84 FEET; THENCE SOUTH 43 DEGREES 53 MINUTES 25 SECONDS WEST 32.71 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES 52 SECONDS EAST 22.65 FEET; THENCE SOUTH 08 DEGREES 47 MINUTES 37 SECONDS EAST 30.22 FEET; THENCE SOUTH 13 DEGREES 56 MINUTES 59 SECONDS EAST 63.87 FEET; THENCE NORTH 64 DEGREES 24 MINUTES 15 SECONDS WEST 36.21 FEET; THENCE NORTH 75 DEGREES 52 MINUTES 38 SECONDS WEST 163.35 FEET; THENCE NORTH 15 DEGREES 13 MINUTES 49 SECONDS EAST 22.48 FEET; THENCE NORTH 30 DEGREES 40 MINUTES 50 SECONDS EAST 11.27 FEET; THENCE NORTH 14 DEGREES 29 MINUTES 46 SECONDS WEST 24.24 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 6.52 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 10 SECONDS EAST 139.71 FEET; THENCE ON A CURVE CONCAVE SOUTHERLY AND WITH RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 42 MINUTES 48 SECONDS, AN ARC DISTANCE OF 57.67 FEET (CHORD=NORTH 75 DEGREES 11 MINUTES 24 SECONDS EAST-56.69 FEET); THENCE SOUTH 84 DEGREES 07 MINUTES 19 SECONDS EAST 17.59 FEET TO THE POINT OF BEGINNING.

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PHASE 34 - BOAT AND RV STORAGE

LOTS 219 THROUGH 228, BLOCK 67-k, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, FLORIDA.

ALSO A PORTION OF RAVENSWOOD DRIVE (FORMERLY KNOWN AS GEORGE STREET) LOCATED IN THE REAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 1550, PAGE 1437.

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PHASE 35 - WETLANDS AND RESIDUAL LAND

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST. JOHNS AND STATE OF FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1068, PAGE 1596 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1211, PAGE 1062, PUBLIC RECORDS OF SAID COUNTY, AND WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1154, PAGE 1413 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO LOTS 219 THROUGH 228, BLOCK 67-K, AND LOTS 244, 250 AND 252, BLOCK 66-L, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO BLOCKS 38, 62 AND 65, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO STREETS OR PORTIONS THEREOF LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 89-44, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 830, PAGE 917 AND ORDINANCE 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTRY IN OFFICIAL RECORDS BOOK 1550, Page 1437.

EXCEPTING THEREFROM:

THE NORTH 195.37 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (FORMERLY STATE ROAD NO. S-3) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, RUN NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF THE NORTHWEST 1/4

OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 195.37 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1, BLOCK "C", EL GRANADA, A SUBDIVISION RECORDED IN MAP BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (SAID SOUTHWEST CORNER OF LOT 1, BLOCK "C" BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28); THENCE RUN SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION, WHICH IS RECORDED IN SAID MAP BOOK 3, PAGE 76 (THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION BEING COINCIDENT WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28), FOR A DISTANCE OF 468.09 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. A-1-A; THENCE RUN SOUTH 12 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. A-1-A, FOR A DISTANCE OF 200.42 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 512.91 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PHASES 1 THROUGH 34 OF VISTA COVE.

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EXHIBIT "C"

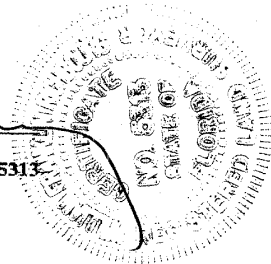
OR2224PG 554

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 1 through 12, 14 through 19 and 33 of Vista Cove, a Condominium according to the Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

William F. Richbourg
WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: JUNE 14, 2004



VISTA COVE, A CONDOMINIUM
 FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

UNIT NUMBER	BUILDING TYPE	UNIT TYPE	FRACTIONAL SHARE
BUILDING 1100			
	I A		
1100		SEABREEZE (A)	1/222
1102		SEABREEZE (C)	1/222
1104		WINDWARD (A)	1/222
1106		WINDWARD (A)	1/222
1108		SEABREEZE (C)	1/222
1110		SEABREEZE (A)	1/222
1121		SEABREEZE (B)	1/222
1123		SEABREEZE (D)	1/222
1125		WINDWARD (A)	1/222
1127		WINDWARD (A)	1/222
1129		SEABREEZE (D)	1/222
1131		SEABREEZE (B)	1/222
BUILDING 1200			
	II A		
1211		TRADEWINDS (A)	1/222
1212		TOBAGO (A)	1/222
1213		TOBAGO (A)	1/222
1214		TOBAGO (A)	1/222
1215		TOBAGO (A)	1/222
1216		TRADEWINDS (A)	1/222
BUILDING 1300			
	I A		
1300		SEABREEZE (A)	1/222
1302		SEABREEZE (C)	1/222
1304		WINDWARD (A)	1/222
1306		WINDWARD (A)	1/222
1308		SEABREEZE (C)	1/222
1310		SEABREEZE (A)	1/222
1321		SEABREEZE (B)	1/222
1323		SEABREEZE (D)	1/222
1325		WINDWARD (A)	1/222
1327		WINDWARD (A)	1/222
1329		SEABREEZE (D)	1/222
1331		SEABREEZE (B)	1/222
BUILDING 1400			
	II A		
1411		TRADEWINDS (A)	1/222
1412		TOBAGO (A)	1/222
1413		TOBAGO (A)	1/222
1414		TOBAGO (A)	1/222
1415		TOBAGO (A)	1/222
1416		TRADEWINDS (A)	1/222
BUILDING 1500			
	I B		
1500		SEABREEZE (C)	1/222
1502		SEABREEZE (C)	1/222
1504		WINDWARD (B)	1/222
1506		WINDWARD (B)	1/222
1508		SEABREEZE (C)	1/222
1510		SEABREEZE (C)	1/222
1521		SEABREEZE (D)	1/222
1523		SEABREEZE (D)	1/222
1525		WINDWARD (C)	1/222
1527		WINDWARD (C)	1/222
1529		SEABREEZE (D)	1/222
1531		SEABREEZE (D)	1/222

VISTA COVE, A CONDOMINIUM
 FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

UNIT NUMBER	BUILDING TYPE	UNIT TYPE	FRACTIONAL SHARE
BUILDING 1600			
	I A		
1600		SEABREEZE (C)	1/222
1602		SEABREEZE (C)	1/222
1604		WINDWARD (A)	1/222
1606		WINDWARD (A)	1/222
1608		SEABREEZE (C)	1/222
1610		SEABREEZE (C)	1/222
1621		SEABREEZE (D)	1/222
1623		SEABREEZE (D)	1/222
1625		WINDWARD (A)	1/222
1627		WINDWARD (A)	1/222
1629		SEABREEZE (D)	1/222
1631		SEABREEZE (D)	1/222
BUILDING 1800			
	I B		
1800		SEABREEZE (C)	1/222
1802		SEABREEZE (C)	1/222
1804		WINDWARD (B)	1/222
1806		WINDWARD (B)	1/222
1808		SEABREEZE (C)	1/222
1810		SEABREEZE (C)	1/222
1821		SEABREEZE (D)	1/222
1823		SEABREEZE (D)	1/222
1825		WINDWARD (C)	1/222
1827		WINDWARD (C)	1/222
1829		SEABREEZE (D)	1/222
1831		SEABREEZE (D)	1/222
BUILDING 1900			
	II B		
1911		TRADEWINDS (A)	1/222
1912		TOBAGO (B)	1/222
1913		TOBAGO (C)	1/222
1914		TOBAGO (C)	1/222
1915		TOBAGO (B)	1/222
1916		TRADEWINDS (A)	1/222
BUILDING 2000			
	I B		
2000		SEABREEZE (C)	1/222
2002		SEABREEZE (C)	1/222
2004		WINDWARD (B)	1/222
2006		WINDWARD (B)	1/222
2008		SEABREEZE (C)	1/222
2010		SEABREEZE (C)	1/222
2021		SEABREEZE (D)	1/222
2023		SEABREEZE (D)	1/222
2025		WINDWARD (C)	1/222
2027		WINDWARD (C)	1/222
2029		SEABREEZE (D)	1/222
2031		SEABREEZE (D)	1/222

VISTA COVE, A CONDOMINIUM
 FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

UNIT NUMBER	BUILDING TYPE	UNIT TYPE	FRACTIONAL SHARE
BUILDING 2100			
	I A		
2100		SEABREEZE (A)	1/222
2102		SEABREEZE (A)	1/222
2104		WINDWARD (A)	1/222
2106		WINDWARD (A)	1/222
2108		SEABREEZE (A)	1/222
2110		SEABREEZE (A)	1/222
2121		SEABREEZE (B)	1/222
2123		SEABREEZE (B)	1/222
2125		WINDWARD (A)	1/222
2127		WINDWARD (A)	1/222
2129		SEABREEZE (B)	1/222
2131		SEABREEZE (B)	1/222
BUILDING 2200			
	I A		
2200		SEABREEZE (C)	1/222
2202		SEABREEZE (C)	1/222
2204		WINDWARD (A)	1/222
2206		WINDWARD (A)	1/222
2208		SEABREEZE (C)	1/222
2210		SEABREEZE (C)	1/222
2221		SEABREEZE (D)	1/222
2223		SEABREEZE (D)	1/222
2225		WINDWARD (A)	1/222
2227		WINDWARD (A)	1/222
2229		SEABREEZE (D)	1/222
2231		SEABREEZE (D)	1/222
BUILDING 2300			
	III		
2311		TRADEWINDS (A)	1/222
2312		TOBAGO (B)	1/222
2313		TOBAGO (C)	1/222
2314		TOBAGO (C)	1/222
2315		TOBAGO (C)	1/222
2316		TOBAGO (C)	1/222
2317		TOBAGO (B)	1/222
2318		TRADEWINDS (A)	1/222
BUILDING 2400			
	I B		
2400		SEABREEZE (C)	1/222
2402		SEABREEZE (C)	1/222
2404		WINDWARD (B)	1/222
2406		WINDWARD (B)	1/222
2408		SEABREEZE (C)	1/222
2410		SEABREEZE (E)	1/222
2421		SEABREEZE (D)	1/222
2423		SEABREEZE (D)	1/222
2425		WINDWARD (C)	1/222
2427		WINDWARD (C)	1/222
2429		SEABREEZE (D)	1/222
2431		SEABREEZE (E)	1/222

VISTA COVE, A CONDOMINIUM
 FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

UNIT NUMBER	BUILDING TYPE	UNIT TYPE	FRACTIONAL SHARE
BUILDING 2500			
	I B		
2500		SEABREEZE (C)	1/222
2502		SEABREEZE (C)	1/222
2504		WINDWARD (B)	1/222
2506		WINDWARD (B)	1/222
2508		SEABREEZE (C)	1/222
2510		SEABREEZE (C)	1/222
2521		SEABREEZE (D)	1/222
2523		SEABREEZE (D)	1/222
2525		WINDWARD (C)	1/222
2527		WINDWARD (C)	1/222
2529		SEABREEZE (D)	1/222
2531		SEABREEZE (D)	1/222
BUILDING 2600			
	III		
2611		TRADEWINDS (A)	1/222
2612		TOBAGO (B)	1/222
2613		TOBAGO (C)	1/222
2614		TOBAGO (C)	1/222
2615		TOBAGO (C)	1/222
2616		TOBAGO (C)	1/222
2617		TOBAGO (B)	1/222
2618		TRADEWINDS (A)	1/222
BUILDING 2700			
	II B		
2711		TRADEWINDS (A)	1/222
2712		TOBAGO (B)	1/222
2713		TOBAGO (C)	1/222
2714		TOBAGO (C)	1/222
2715		TOBAGO (B)	1/222
2716		TRADEWINDS (A)	1/222
BUILDING 2800			
	I B		
2800		SEABREEZE (C)	1/222
2802		SEABREEZE (C)	1/222
2804		WINDWARD (B)	1/222
2806		WINDWARD (B)	1/222
2808		SEABREEZE (C)	1/222
2810		SEABREEZE (C)	1/222
2821		SEABREEZE (D)	1/222
2823		SEABREEZE (D)	1/222
2825		WINDWARD (C)	1/222
2827		WINDWARD (C)	1/222
2829		SEABREEZE (D)	1/222
2831		SEABREEZE (D)	1/222
BUILDING 2900			
	II B		
2911		TRADEWINDS (A)	1/222
2912		TOBAGO (B)	1/222
2913		TOBAGO (C)	1/222
2914		TOBAGO (C)	1/222
2915		TOBAGO (B)	1/222
2916		TRADEWINDS (A)	1/222

VISTA COVE, A CONDOMINIUM
 FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

UNIT NUMBER	BUILDING TYPE	UNIT TYPE	FRACTIONAL SHARE
BUILDING 3100			
	III		
3111		TRADEWINDS (A)	1/222
3112		TOBAGO (B)	1/222
3113		TOBAGO (C)	1/222
3114		TOBAGO (C)	1/222
3115		TOBAGO (C)	1/222
3116		TOBAGO (C)	1/222
3117		TOBAGO (B)	1/222
3118		TRADEWINDS (A)	1/222
BUILDING 3200			
	I B		
3200		SEABREEZE (C)	1/222
3202		SEABREEZE (C)	1/222
3204		WINDWARD (B)	1/222
3206		WINDWARD (B)	1/222
3208		SEABREEZE (C)	1/222
3210		SEABREEZE (C)	1/222
3221		SEABREEZE (D)	1/222
3223		SEABREEZE (D)	1/222
3225		WINDWARD (C)	1/222
3227		WINDWARD (C)	1/222
3229		SEABREEZE (D)	1/222
3231		SEABREEZE (D)	1/222
BUILDING 3300			
	I B		
3300		SEABREEZE (E)	1/222
3302		SEABREEZE (C)	1/222
3304		WINDWARD (B)	1/222
3306		WINDWARD (B)	1/222
3308		SEABREEZE (C)	1/222
3310		SEABREEZE (C)	1/222
3321		SEABREEZE (E)	1/222
3323		SEABREEZE (D)	1/222
3325		WINDWARD (C)	1/222
3327		WINDWARD (C)	1/222
3329		SEABREEZE (D)	1/222
3331		SEABREEZE (D)	1/222
BUILDING 3400			
	I B		
3400		SEABREEZE (C)	1/222
3402		SEABREEZE (C)	1/222
3404		WINDWARD (B)	1/222
3406		WINDWARD (B)	1/222
3408		SEABREEZE (C)	1/222
3410		SEABREEZE (C)	1/222
3421		SEABREEZE (D)	1/222
3423		SEABREEZE (D)	1/222
3425		WINDWARD (C)	1/222
3427		WINDWARD (C)	1/222
3429		SEABREEZE (D)	1/222
3431		SEABREEZE (D)	1/222

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VISTA COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 19, 1998, as shown by the records of this office.

The document number of this corporation is N98000001616.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Nineteenth day of March, 1998



CR2EO22 (2-95)

Sandra B. Northam
EXHIBIT "E" Secretary of State

ARTICLES OF INCORPORATION
OF
VISTA COVE CONDOMINIUM ASSOCIATION, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 19 PM 3:19

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be Vista Cove Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Vista Cove, A Condominium, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Vista Cove, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of St. Johns County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

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

(a) 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, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

1. The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, including the maintenance and operation of the Surface Water or Stormwater Management System.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
5. To reconstruct improvements after casualty and to make further improvements to the Condominium Property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium.
7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By Laws of the Association and the regulations adopted by the Association.
8. To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association or the regulations adopted by the Association in accordance with the provisions of the Condominium Act.
9. To contract for the maintenance, management or operation of the Condominium Property.
10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.
11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.

12. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to owners of individual Units.

13. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

14. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.

15. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with applicable St. Johns River Water Management District permit requirements and applicable District rules, and to assist in the enforcement of the provisions of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System.

ARTICLE IV

Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

(d) The owner of each Unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By Laws of the Association.

ARTICLE V

O.R. 1311 PG 0481

Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors' however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By Laws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By Laws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the By Laws.

(c) The initial Board of Directors of the Association, shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Charles A. Waite
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

G. David DeLaughter
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

ARTICLE VIOfficers

The affairs of the Association shall be administered by the officers designated by the By Laws. The officers shall be elected

by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Vice President: Charles A. Waite
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Secretary/
Treasurer: G. David DeLaughter
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

ARTICLE VII

Indemnification and Insurance

Every directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIIIBy Laws

The first By Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By Laws.

ARTICLE IXAmendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) 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.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five percent (75%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than seventy-five percent (75%) of the members of the Association.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for the execution of a deed.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X

O.R. 1311 PG 0484

Term

The term of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C.

ARTICLE XI

Subscribers

The name and addresses of the subscribers to these Articles of Incorporation are as follows:

Drury F. McCarthy
1725 Masters Drive, Suite 1
St. Augustine, Florida 32095

Frederick R. Brock
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207

Bert C. Simon
1660 Prudential Drive
Suite 203
Jacksonville, Florida 32207

IN WITNESS WHEREOF, the subscribers have hereunto offered their signatures this 10th day of March, 1998.

By: *Drury F. McCarthy*
Drury F. McCarthy

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of MARCH, 1998 by Drury F. McCarthy.



Susan K Seaver
My Commission CC713230
Expires February 3 2002

Susan K Seaver
Notary Public, State of Florida
Susan K. SEAVEN
Print Name
My Commission Expires:

Personally known or produced identification ____.
Type of identification: _____.

Brenda Stevens Denham
Print Name: Brenda Stevens Denham
Nancy E. Mangus
Print Name: Nancy E. Mangus

By: [Signature]
Frederick R. Brock

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th
day of March, 1998 by Frederick R. Brock.



Brenda Stevens Denham
Notary Public, State of Florida
Brenda Stevens Denham
Print Name
My Commission Expires:

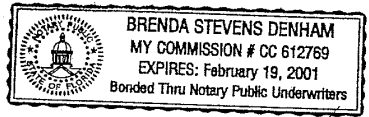
Personally known or produced identification ____.
Type of identification: _____

Brenda Stevens Denham
Print Name: Brenda Stevens Denham
Nancy E. Mangus
Print Name: Nancy E. Mangus

By: [Signature]
Bert C. Simon

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th
day of March, 1998 by Bert C. Simon.



Brenda Stevens Denham
Notary Public, State of Florida
Brenda Stevens Denham
Print Name
My Commission Expires:

Personally known or produced identification ____.
Type of identification: _____

OR2224PG 569

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 19 PM 3:19

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

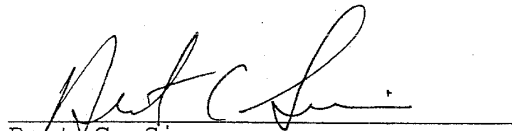
VISTA COVE CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE
OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS
PRINCIPAL PLACE OF BUSINESS AT 1000 VISTA COVE ROAD, ST. AUGUSTINE,
FLORIDA 32095, HAS NAMED BERT C. SIMON LOCATED AT 1660 PRUDENTIAL
DRIVE, SUITE 203, JACKSONVILLE, FLORIDA 32207, ITS AGENT TO ACCEPT
SERVICE OF PROCESS WITHIN FLORIDA.



Drury F. McCarthy

Title: President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH
THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND
COMPLETE PERFORMANCE OF MY DUTIES.



Bert C. Simon

Date: 3/10/98

EXHIBIT F**BY LAWS OF
VISTA COVE, A CONDOMINIUM
A FLORIDA CORPORATION NOT FOR PROFIT**

1. Identity. These are the By Laws of Vista Cove Condominium Association, Inc., (the "Association") a not for profit Florida corporation, established in accordance with Chapter 718, Florida Statutes, (the "Condominium Act") for the purpose of administering Vista Cove, A Condominium located at Masters Drive and State Road 16, St. Augustine, Florida 32095 and created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Vista Cove, A Condominium (the "Declaration") when recorded or thereafter amended in the Public Records of St. Johns County, Florida (the "County").

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. Each Unit Owner shall be entitled to one vote as a member of the Association, and the manner of exercising such voting rights shall be determined by these By Laws. The term "majority" as used in these By Laws and other Condominium instruments in reference to voting by Unit Owners, Association members, and the Board of Directors, means more than fifty percent (50%). Any vote to amend the Declaration of Condominium relating to a change in percentage ownerships in the Common Elements or sharing of the Common Expenses shall be conducted by secret ballot.

2.4 Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By Laws.

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

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association or such other location within the County designated by the Board of Directors on a date and time during the month of October or November as shall be designated by the Board of Directors; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty percent (50%) of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for the meeting

shall be given to all Owners unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the Condominium Property a notice of the meeting at least fourteen (14) continuous days but not more than sixty (60) days in advance of the date of the meeting. The Board of Directors, following notice to the Owners, shall designate a specific location within the Condominium Property for the posting of all required notices of meeting; provided however, if there is no condominium property upon which notices can be posted, the requirement to post notices shall not apply. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at the address last furnished to the Association, or if none, then to the address set forth in the recorded deed conveying the Unit to the current Owner. Proof of such mailing shall be evidenced by an affidavit provided by an officer of the Association. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By Laws. Proxies may be used to establish a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and lawfully adjourned meetings thereof occurring within ninety (90) days after the date of the first meeting for which it was given. Proxies may be revoked at any time prior to the exercise thereof. The Proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof; provided, however, that no one person may be designated to hold the proxies of more than five (5) members. Limited proxies shall be used for any matters for which the Condominium Act permits or requires a vote of Unit Owner, except as otherwise permitted by the Condominium Act. Notwithstanding the last preceding sentence, the Association may, by the affirmative vote of a majority of the votes of the Association adopt different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures, which may provide for elections to be conducted by limited or general proxy.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are

present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers
- (e) Reports of Committees
- (f) Election of Directors
- (g) Unfinished Business
- (h) New Business
- (i) Adjournment

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number. Initially, there shall be three (3) Directors. The number of Directors may be increased or decreased within the above stated limitations by a majority vote of the total voting interest of the Association at a duly called meeting of the Association. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By Laws.

4.2 Election of Directors.

(a) The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless these By-Laws are amended by the affirmative vote of a majority of the total voting interests to provide for different voting and election procedures. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery (including regularly published newsletters) to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration must give written notice of the Association not less than 40 days before a scheduled election. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to

vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 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, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates nor any obligation or duty to confirm the accuracy of the information. To reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. 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 members of the Board of Directors. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of these By-Laws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph: (1) 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; and (2) nominations for elections of directors may be made from the floor at the meeting of Unit Owners and ballots may be used for write-in candidates.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Subject to subparagraph 4.2(d) hereof, any Director may be removed with or without cause by concurrence of a majority of the members of the Association by an agreement in writing or at a special meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner provided for herein for special meetings and stating the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting the board shall either certify the recall, in which case such

member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph 3.

(3) If the board determines not to certify the written agreement to recall a member or members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 fully business days after the meeting file with the Division of Florida Land Sales, Condominium and Mobile Homes a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within 5 full business days of the effective date of the recall.

(4) If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so

recalled shall immediately turn over to the board any and all records and property of the Association.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors. The members of the Board of Directors need not be Unit Owners in the Condominium. Unless the Declarant has elected to transfer control of the Association to the owners at an earlier date, the Declarant shall transfer control of the Association to the Owner's board as provided in the following formula:

(1) When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales have been closed by the Declarant of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

(ii) three (3) months after sales have been closed by the Declarant of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Declarant in the ordinary course of business; or

(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 Declarant in the ordinary course of business;

(v) Seven years after recordation of the Declaration of Condominium.

(3) The Declarant shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in

the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(4) Within seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the board, the Association shall call and give notice of not less than sixty (60) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) At the time that the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Unit Owners shall accept control of the Association. The Declarant shall simultaneously (or as to subparagraph (3), within ninety (90) days thereafter) deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant including but not limited to the following items, if applicable:

(1) The original, a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Declarant or officer or agent of the Declarant as being a true and complete copy of the actual recorded Declaration; a certified copy of the Association's Articles of Incorporation; a copy of the By Laws; minute books and other corporate books and records of the Association, and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Declarant relinquish control of the Association.

(3) The financial records, including financial statements of the association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant, who shall perform the review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related

paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Declarant was charged and paid the proper amounts of assessments.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Declarant to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Declarant or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements; provided however, that if the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provisions of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Declarant took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. It is the Declarant's intent that following transfer of control of the Association to non-Declarant Unit Owners, the Board of Directors shall be elected for staggered terms so that approximately one half of the Directors shall stand for election at each annual meeting. Accordingly, at the first election of members of the Board of Directors at which the Unit Owners other than Declarant elect a majority of the Board of Directors, the candidate elected with the greatest number of votes shall be elected for a two year term and the other candidate elected to the Board shall be elected for a one year term. If more than two persons are elected to the Board in such first election, then the two candidates receiving the most votes shall be elected for a two year term and the remaining elected candidates shall be elected for a one year term. Each member of the Board shall serve until he or she resigns, is removed from office, or his or her successor is duly elected and qualified.

4.4 Meetings of the Board of Directors. Meetings of the Board of Administration at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration, subject to reasonable rules governing the tape recording and videotaping of meetings adopted by the Division of Florida Land Sales and Condominiums. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the Association budget are

subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the Association budget are not subject to the provisions of this paragraph.

(a) The organizational meeting of a newly elected Board of Directors shall be held within twenty (20) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of Two-thirds (2/3) of the Directors.

4.5 Notice of Directors' Meetings.

(a) Notice of regular or special meetings shall be given to each Director, personally or by mail, telephone or facsimile at least forty-eight (48) hours prior to the time of the meeting stating the time, place and agenda items. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(b) Adequate notice of all meetings, which notice 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. However, written notice of any meeting at which non-emergency special assessments, or at which 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 days prior to the meeting. Evidence of compliance with this fourteen day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted,

notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. Notice of any meeting in 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.

4.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By Laws.

4.7 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the vote of such Director for the purpose of approval or disapproval of any matter, but not for purposes of determining a quorum.

4.09 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.10 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees. Any such compensation shall not be deemed to be a distribution of income of the Association.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Condominium Act, Declaration of Condominium, and these By Laws.

5.1 Access. To determine, by specific action of the Board of Directors, the amount of all assessments to be assessed against members to defray the costs and expenses of the Condominium and to make and collect such assessments.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To provide for insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend by specification of the Board of Directors reasonable rules and regulations respecting the use of the property in the Condominium as provided in the Declaration.

5.7 Approval. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. By specific action of the Board of Directors, to authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgations of rules and execution of contracts on behalf of the Association. Such contract for the maintenance, management, or operation of the

Condominium Property shall be subject to cancellation at the time and on the conditions as follows:

If the Unit Owners other than the Declarant have assumed control of the Association, or if Unit Owners other than the Declarant own not less than 75% of the Units in the Condominium, the cancellation shall be by concurrence of the Owners of not less than 75% of the Units other than the Units owned by the Declarant. If any such contract is cancelled under this provision and the Unit Owners other than the Declarant have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Declarant.

5.10 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the Condominium Property other than individual Units unless the individual Unit is owned by the Association and the appurtenances thereto, and to assess the same against the Units subject to such liens.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By Laws and any regulations adopted by the Association for the use of the Condominium Property.

(a) Each Unit Owner shall be governed by and comply with the Declaration, the Articles of Incorporation, and the By Laws of the Association, and any rules and regulations adopted thereunder (collectively the "Condominium Documents"). The provisions of the Condominium Documents shall be deemed to have been expressly incorporated into any lease of a Unit.

(b) Failure to comply with any of the terms of the Condominium Documents or amendments thereto shall be grounds for relief which may include, without limitation, an action for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner. The relief provided shall be in addition to that relief otherwise provided herein or by law.

(c) Notwithstanding the foregoing, and in addition thereto, the Board of Directors may impose sanctions upon a Unit Owner or its occupant, or both, for failure of a Unit Owner, occupant, tenant, guests, invitees, contractors or employees, to comply with any of the terms of the Condominium

Documents or amendments thereto, provided the following procedures are adhered to:

(1) Notice: The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,

(iii) A short and plain statement of the matters asserted by the Association.

(2) Hearing: The alleged violation shall be presented to a committee of Unit Owners (the "Committee") after which the party against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not later than twenty-one (21) days after the hearing. If the Committee does not agree with the fine, the fine shall not be levied.

(3) Penalties: For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

(4) Payment of Penalties: Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments as provided in the Declaration of Condominiums.

(5) Collection of Penalties: Fines shall be treated as an assessment subject to the provisions for

the collection of assessments as set forth in Article 7 herein, but shall not become a lien on the Unit.

(6) Application of Penalties: All monies received from penalties shall be allocated as directed by the Board of Directors.

(d) In any proceeding arising because of an alleged violation or by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(e) The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or amendments thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents, or at law, or in equity. However, any fine paid by the offending Unit Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

(g) Disputes arising from the operation of the Condominium among Unit Owners, the Association, or their agents and assigns may be settled by voluntary binding arbitration.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either the "Institutional First Mortgagee" or not, as the case may be. Each

Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional First Mortgagees during normal business hours.

5.16 Limited Power to Convey Common Elements. The limited power to convey a portion of the Common Elements of the Condominium to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings, without the joinder or consent of Unit Owners or their mortgagees.

5.17 Certificate of Compliance. The Board shall have the authority to accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with applicable fire and life safety codes.

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the power and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices

to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.6 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, 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 of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. 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.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not

otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for the Association's maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Capital Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and provide funds for reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted for each account or expense classification as may be required, including if applicable, administration of the Association, management fees, maintenance, rent for commonly used facilities, taxes, insurance, security other expenses, operating capital, reserves and fees payment to the Division of Condominiums.

(b) The budget shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, and such other accounts as may be established by the Board of Directors. The amounts to be reserved for each fiscal year shall be computed by dividing the estimated replacement cost of each item Replacement reserves may be adjusted to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The Association may elect for a fiscal year to provide no reserves or reserves less adequate than required by this subsection by a majority vote at a duly called meeting of the Association. However, prior to turnover of control of the Association by the Declarant to Unit Owners, the Declarant may vote to waive the reserves for the first two (2) 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 non-Declarant voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is

not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereof shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a 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 Declarant to Unit Owners other than Declarant, the Declarant-controlled Association shall not vote to use reserves for purposes other than as intended, without the approval of a majority of all non-Declarant voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(c) A copy of a proposed annual budget of common expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revisions of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. 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 of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of

Directors in respect of betterments, repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Declarant is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners. Evidence of compliance with this 14 day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before fifteen (15) days preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

7.4 Delinquent Assessments; Interest and Late Fees. Assessments and installments on them which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not less than ten percent (10%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment,

the Board of Directors may accelerate the remaining assessments payable during that fiscal or calendar year upon notice to the Unit Owner, and upon filing a claim of lien for the unpaid balance of such assessments. A copy of the claim of lien shall be included with the notice to the Unit Owner.

7.6 Depository. The depository of the Association will be such bank or banks in the County, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of all members or of the Board of Directors, or as required by law, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8 Annual Report. Within sixty (60) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications. The amounts of expenditures shall be shown by expense classifications including, if applicable, costs for security, professional and management fees, taxes, cost of recreational facilities, utilities and refuse collection, lawn care and landscaping, building maintenance and repair, insurance, administrative and salary expenses and reserves for capital expenditures, deferred maintenance, and any other category of reserves maintained by the Association.

7.9 Fidelity Bonds. Fidelity bonds shall be obtained by the Association for all officers and members of the Association handling, controlling or disbursing the Association funds in accordance with the requirements of the Condominium Act. To the extent any of the duties have been delegated to any management company contracting with the Association, the Association shall require the employees of such company performing these duties to likewise be bonded. The amount of such bonds shall be determined by the Directors but shall not be less than a reasonable estimate of the sum of three months' aggregate assessments on all Units managed by the Association or said management company plus reserve

funds. The premiums on such bonds shall be paid by the Association.

8. Miscellaneous.

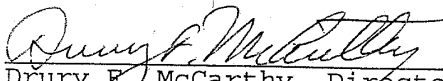
8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By Laws, or the Condominium Act.


8.2 Amendment. The By Laws may be amended by the approval of Unit Owners holding not less than two-thirds of the total voting interests in the Association in the manner required by the Condominium Act. No amendment of these By Laws shall be valid until set forth in or annexed to an amendment of the Declaration of Condominium that has been executed on behalf of the Association by its President and Secretary and recorded in the Public Records of the County.

8.3 Association Fees. The Association may charge a reasonable uniform fee in connection with the changing of its records to reflect the transfer or lease of a Unit and when certifying the status of assessments, not to exceed \$100 per transfer or certification. In addition, the Association may require a prospective tenant or the Unit Owner to post a security deposit with the Association, in an amount not to exceed one month's rent, to protect against damages to the Common Elements or Association property.

8.4 Arbitration. Prior to the institution of court litigation, the Association and any Unit Owners who are parties to a "dispute" as defined in Florida Statutes §7181255, shall petition for non-binding arbitration as set forth in said statute.

The foregoing were adopted as the By Laws of Vista Cove, a Condominium, a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on March 10, 1998.


Drury F. McCarthy, Director


Charles A. Waite, Director


G. David DeLaughter, Director

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

FIVE MINUTE RECORDING

**FIRST AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 5100)**

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of Sept 30, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

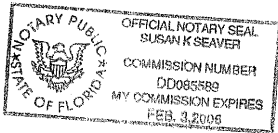
[Signature]
Print Name: WALTER W. KELLY

By: [Signature]
Drury F. McCarthy, President

[Signature]
Print Name: Valerie Dawson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of SEPTEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me, or [] provided a valid Florida Driver's License as identification [check one].



[Signature]
Notary Public, State of Florida at Large

Print Name: Susan K. Seaver
Commission No: DD 085587

[NOTARIAL SEAL]

My Commission expires: 2-3-2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

PHASE 20

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 391.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 604.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 53 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 08 SECONDS WEST, 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 30 SECONDS WEST 18.15 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 91 DEGREE 37 MINUTES 21 SECONDS EAST 138.68 FEET; THENCE NORTH 84 DEGREES 07 MINUTES 19 SECONDS WEST 17.59 FEET; THENCE ON A CURVE CONCAVE SOUTHERLY AND WITH RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 42 MINUTES 48 SECONDS, AN ARC DISTANCE OF 57.67 FEET (CHORD=SOUTH 75 DEGREES 11 MINUTES 24 SECONDS WEST-56.69 FEET); THENCE SOUTH 56 DEGREES 51 MINUTES 10 SECONDS WEST 139.71 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 175.57 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 51 SECONDS EAST 192.84 FEET; THENCE NORTH 57 DEGREES 36 MINUTES 30 SECONDS EAST 17.10 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 28 SECONDS EAST 48.46 FEET; THENCE NORTH 57 DEGREES 54 MINUTES 13 SECONDS EAST 27.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/230
1102		Seabreeze (C)	1/230
1104		Windward (A)	1/230
1106		Windward (A)	1/230
1108		Seabreeze (C)	1/230
1110		Seabreeze (A)	1/230
1121		Seabreeze (B)	1/230
1123		Seabreeze (D)	1/230
1125		Windward (A)	1/230
1127		Windward (A)	1/230
1129		Seabreeze (D)	1/230
1131		Seabreeze (B)	1/230
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/230
1212		Tobago (A)	1/230
1213		Tobago (A)	1/230
1214		Tobago (A)	1/230
1215		Tobago (A)	1/230
1216		Tradewinds (A)	1/230
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/230
1302		Seabreeze (C)	1/230
1304		Windward (A)	1/230
1306		Windward (A)	1/230
1308		Seabreeze (C)	1/230
1310		Seabreeze (A)	1/230
1321		Seabreeze (B)	1/230
1323		Seabreeze (D)	1/230
1325		Windward (A)	1/230
1327		Windward (A)	1/230
1329		Seabreeze (D)	1/230
1331		Seabreeze (B)	1/230
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/230
1412		Tobago (A)	1/230
1413		Tobago (A)	1/230
1414		Tobago (A)	1/230
1415		Tobago (A)	1/230
1416		Tradewinds (A)	1/230
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/230
1602		Seabreeze (C)	1/230
1604		Windward (A)	1/230
1606		Windward (A)	1/230
1608		Seabreeze (C)	1/230
1610		Seabreeze (C)	1/230
1621		Seabreeze (D)	1/230
1623		Seabreeze (D)	1/230
1625		Windward (A)	1/230
1627		Windward (A)	1/230
1629		Seabreeze (D)	1/230
1631		Seabreeze (D)	1/230

EXHIBIT "D"

PAGE 1 OF 5

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/230
2202		Seabreeze (C)	1/230
2204		Windward (A)	1/230
2206		Windward (A)	1/230
2208		Seabreeze (C)	1/230
2210		Seabreeze (C)	1/230
2221		Seabreeze (D)	1/230
2223		Seabreeze (D)	1/230
2225		Windward (A)	1/230
2227		Windward (A)	1/230
2229		Seabreeze (D)	1/230
2231		Seabreeze (D)	1/230

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/230
2002		Seabreeze (C)	1/230
2004		Windward (B)	1/230
2006		Windward (B)	1/230
2008		Seabreeze (C)	1/230
2010		Seabreeze (C)	1/230
2021		Seabreeze (D)	1/230
2023		Seabreeze (D)	1/230
2025		Windward (C)	1/230
2027		Windward (C)	1/230
2029		Seabreeze (D)	1/230
2031		Seabreeze (D)	1/230

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/230
1802		Seabreeze (C)	1/230
1804		Windward (B)	1/230
1806		Windward (B)	1/230
1808		Seabreeze (C)	1/230
1810		Seabreeze (C)	1/230
1821		Seabreeze (D)	1/230
1823		Seabreeze (D)	1/230
1825		Windward (C)	1/230
1827		Windward (C)	1/230
1829		Seabreeze (D)	1/230
1831		Seabreeze (D)	1/230

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/230
1502		Seabreeze (C)	1/230
1504		Windward (B)	1/230
1506		Windward (B)	1/230
1508		Seabreeze (C)	1/230
1510		Seabreeze (C)	1/230
1521		Seabreeze (D)	1/230
1523		Seabreeze (D)	1/230
1525		Windward (C)	1/230
1527		Windward (C)	1/230
1529		Seabreeze (D)	1/230
1531		Seabreeze (D)	1/230

EXHIBIT "D"

PAGE 2 OF 5

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/230
2102		Seabreeze (A)	1/230
2104		Windward (A)	1/230
2106		Windward (A)	1/230
2108		Seabreeze (A)	1/230
2110		Seabreeze (A)	1/230
2121		Seabreeze (B)	1/230
2123		Seabreeze (B)	1/230
2125		Windward (A)	1/230
2127		Windward (A)	1/230
2129		Seabreeze (B)	1/230
2131		Seabreeze (B)	1/230

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/230
2802		Seabreeze (C)	1/230
2804		Windward (B)	1/230
2806		Windward (B)	1/230
2808		Seabreeze (C)	1/230
2810		Seabreeze (C)	1/230
2821		Seabreeze (D)	1/230
2823		Seabreeze (D)	1/230
2825		Windward (C)	1/230
2827		Windward (C)	1/230
2829		Seabreeze (D)	1/230
2831		Seabreeze (D)	1/230

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/230
2912		Tobago (B)	1/230
2913		Tobago (C)	1/230
2914		Tobago (C)	1/230
2915		Tobago (B)	1/230
2916		Tradewinds (A)	1/230

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/230
2712		Tobago (B)	1/230
2713		Tobago (C)	1/230
2714		Tobago (C)	1/230
2715		Tobago (B)	1/230
2716		Tradewinds (A)	1/230

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/230
2612		Tobago (B)	1/230
2613		Tobago (C)	1/230
2614		Tobago (C)	1/230
2615		Tobago (C)	1/230
2616		Tobago (C)	1/230
2617		Tobago (B)	1/230
2618		Tradewinds (A)	1/230

EXHIBIT "D"

PAGE 3 OF 5

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/230
2312		Tobago (B)	1/230
2313		Tobago (C)	1/230
2314		Tobago (C)	1/230
2315		Tobago (C)	1/230
2316		Tobago (C)	1/230
2317		Tobago (B)	1/230
2318		Tradewinds (A)	1/230

PHASE EIGHTEEN

<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/230
2502		Seabreeze (C)	1/230
2504		Windward (B)	1/230
2506		Windward (B)	1/230
2508		Seabreeze (C)	1/230
2510		Seabreeze (C)	1/230
2521		Seabreeze (D)	1/230
2523		Seabreeze (D)	1/230
2525		Windward (C)	1/230
2527		Windward (C)	1/230
2529		Seabreeze (D)	1/230
2531		Seabreeze (D)	1/230

PHASE EIGHT

<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/230
2402		Seabreeze (C)	1/230
2404		Windward (B)	1/230
2406		Windward (B)	1/230
2408		Seabreeze (C)	1/230
2410		Seabreeze (E)	1/230
2421		Seabreeze (D)	1/230
2423		Seabreeze (D)	1/230
2425		Windward (C)	1/230
2427		Windward (C)	1/230
2429		Seabreeze (D)	1/230
2431		Seabreeze (E)	1/230

PHASE FOUR

<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/230
1912		Tobago (B)	1/230
1913		Tobago (C)	1/230
1914		Tobago (C)	1/230
1915		Tobago (B)	1/230
1916		Tradewinds (A)	1/230

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/230
3112		Tobago (B)	1/230
3113		Tobago (C)	1/230
3114		Tobago (C)	1/230
3115		Tobago (C)	1/230
3116		Tobago (C)	1/230
3117		Tobago (B)	1/230
3118		Tradewinds (A)	1/230

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SIXTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/230
3402		Seabreeze (C)	1/230
3404		Windward (B)	1/230
3406		Windward (B)	1/230
3408		Seabreeze (C)	1/230
3410		Seabreeze (C)	1/230
3421		Seabreeze (D)	1/230
3423		Seabreeze (D)	1/230
3425		Windward (C)	1/230
3427		Windward (C)	1/230
3429		Seabreeze (D)	1/230
3431		Seabreeze (D)	1/230

PHASE FOURTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/230
3202		Seabreeze (C)	1/230
3204		Windward (B)	1/230
3206		Windward (B)	1/230
3208		Seabreeze (C)	1/230
3210		Seabreeze (C)	1/230
3221		Seabreeze (D)	1/230
3223		Seabreeze (D)	1/230
3225		Windward (C)	1/230
3227		Windward (C)	1/230
3229		Seabreeze (D)	1/230
3231		Seabreeze (D)	1/230

PHASE FIFTEEN

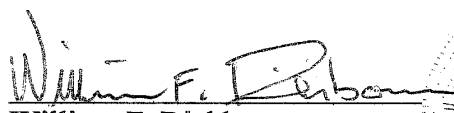
<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/230
3302		Seabreeze (C)	1/230
3304		Windward (B)	1/230
3306		Windward (B)	1/230
3308		Seabreeze (C)	1/230
3310		Seabreeze (C)	1/230
3321		Seabreeze (D)	1/230
3323		Seabreeze (D)	1/230
3325		Windward (C)	1/230
3327		Windward (C)	1/230
3329		Seabreeze (D)	1/230
3331		Seabreeze (D)	1/230

PHASE TWENTY

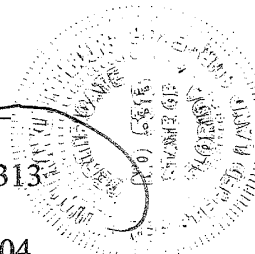
<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/230
5104		Windward (D)	1/230
5106		Windward (D)	1/230
5108		Seabreeze (F)	1/230
5123		Seabreeze (G)	1/230
5125		Windward (E)	1/230
5127		Windward (E)	1/230
5129		Seabreeze (G)	1/230

EXHIBIT "C"**SURVEYOR'S CERTIFICATE**

I, William F. Richbourg, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Building 51 of Vista Cove, a Condominium according to the Amended and Restated Declaration of Condominium thereof recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing Building 51 as depicted in Official Records Book 2224, page 494, are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provision of said Amended and Restated Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimension of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


William F. Richbourg
Florida Surveyor's Reg. No. 5313

Dated SEPTEMBER 23, 2004



Prepared by and return to:
 Bert C. Simon, Esquire
 Gartner, Brock and Simon
 1660 Prudential Drive, Suite 203
 Jacksonville, Florida 32207

**FIRST AMENDMENT
 TO AMENDED AND RESTATED DECLARATION
 OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
 (Buildings 5200)**

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of OCTOBER 7, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.
4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

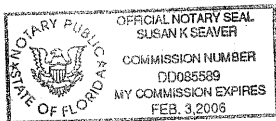
Val Davenport
Print Name: Valerie Davenport

By: Drury F. McCarthy
Drury F. McCarthy, President

Walter W. Kelly
Print Name: WALTER W. KELLY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



Susan K Seaver
Notary Public, State of Florida at Large

Print Name: Susan K. Seaver
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: 2/3/2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

PHASE 24

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 53 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 08 SECONDS WEST, 28.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 75 DEGREES 55 MINUTES 38 SECONDS EAST 22.37 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 16 SECONDS EAST 28.01 FEET; THENCE SOUTH 62 DEGREES 03 MINUTES 43 SECONDS EAST 36.30 FEET; THENCE SOUTH 66 DEGREES 59 MINUTES 24 SECONDS EAST 27.37 FEET; THENCE SOUTH 61 DEGREES 27 MINUTES 30 SECONDS EAST 21.91 FEET; THENCE NORTH 75 DEGREES 36 MINUTES 35 SECONDS EAST 35.85 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 13 SECONDS EAST 34.25 FEET; THENCE SOUTH 15 DEGREES 01 MINUTE 29 SECONDS EAST 18.25 FEET; THENCE SOUTH 15 DEGREES 46 MINUTES 14 SECONDS WEST 20.15 FEET; THENCE SOUTH 27 DEGREES 08 MINUTES 25 SECONDS EAST 25.82 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 42 SECONDS EAST 43.83 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 42 SECONDS WEST 116.68 FEET; THENCE SOUTH 64 DEGREES 17 MINUTES 36 SECONDS WEST 30.32 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 34 SECONDS EAST 30.65 FEET; THENCE NORTH 78 DEGREES 43 MINUTES 42 SECONDS WEST 57.54 FEET; THENCE NORTH 05 DEGREES 54 MINUTES 44 SECONDS EAST 27.85 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 27 SECONDS WEST 11.27 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 21 SECONDS WEST 18.62 FEET; THENCE NORTH 15 DEGREES 56 MINUTES 23 SECONDS WEST 28.25 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 19 SECONDS WEST 25.37 FEET; THENCE NORTH 82 DEGREES 31 MINUTES 16 SECONDS WEST 22.00 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 04 SECONDS WEST 26.84 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 14 SECONDS WEST 67.02 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 21 SECONDS WEST 138.68 FEET; THENCE NORTH 23 DEGREES 11 MINUTES 24 SECONDS EAST 18.15 FEET TO THE POINT OF BEGINNING.

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FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/238
1102		Seabreeze (C)	1/238
1104		Windward (A)	1/238
1106		Windward (A)	1/238
1108		Seabreeze (C)	1/238
1110		Seabreeze (A)	1/238
1121		Seabreeze (B)	1/238
1123		Seabreeze (D)	1/238
1125		Windward (A)	1/238
1127		Windward (A)	1/238
1129		Seabreeze (D)	1/238
1131		Seabreeze (B)	1/238
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/238
1212		Tobago (A)	1/238
1213		Tobago (A)	1/238
1214		Tobago (A)	1/238
1215		Tobago (A)	1/238
1216		Tradewinds (A)	1/238
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/238
1302		Seabreeze (C)	1/238
1304		Windward (A)	1/238
1306		Windward (A)	1/238
1308		Seabreeze (C)	1/238
1310		Seabreeze (A)	1/238
1321		Seabreeze (B)	1/238
1323		Seabreeze (D)	1/238
1325		Windward (A)	1/238
1327		Windward (A)	1/238
1329		Seabreeze (D)	1/238
1331		Seabreeze (B)	1/238
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/238
1412		Tobago (A)	1/238
1413		Tobago (A)	1/238
1414		Tobago (A)	1/238
1415		Tobago (A)	1/238
1416		Tradewinds (A)	1/238
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/238
1602		Seabreeze (C)	1/238
1604		Windward (A)	1/238
1606		Windward (A)	1/238
1608		Seabreeze (C)	1/238
1610		Seabreeze (C)	1/238
1621		Seabreeze (D)	1/238
1623		Seabreeze (D)	1/238
1625		Windward (A)	1/238
1627		Windward (A)	1/238
1629		Seabreeze (D)	1/238
1631		Seabreeze (D)	1/238

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		OR 2296 PG 775
2200		Seabreeze (C)	1/238
2202		Seabreeze (C)	1/238
2204		Windward (A)	1/238
2206		Windward (A)	1/238
2208		Seabreeze (C)	1/238
2210		Seabreeze (C)	1/238
2221		Seabreeze (D)	1/238
2223		Seabreeze (D)	1/238
2225		Windward (A)	1/238
2227		Windward (A)	1/238
2229		Seabreeze (D)	1/238
2231		Seabreeze (D)	1/238

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/238
2002		Seabreeze (C)	1/238
2004		Windward (B)	1/238
2006		Windward (B)	1/238
2008		Seabreeze (C)	1/238
2010		Seabreeze (C)	1/238
2021		Seabreeze (D)	1/238
2023		Seabreeze (D)	1/238
2025		Windward (C)	1/238
2027		Windward (C)	1/238
2029		Seabreeze (D)	1/238
2031		Seabreeze (D)	1/238

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/238
1802		Seabreeze (C)	1/238
1804		Windward (B)	1/238
1806		Windward (B)	1/238
1808		Seabreeze (C)	1/238
1810		Seabreeze (C)	1/238
1821		Seabreeze (D)	1/238
1823		Seabreeze (D)	1/238
1825		Windward (C)	1/238
1827		Windward (C)	1/238
1829		Seabreeze (D)	1/238
1831		Seabreeze (D)	1/238

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/238
1502		Seabreeze (C)	1/238
1504		Windward (B)	1/238
1506		Windward (B)	1/238
1508		Seabreeze (C)	1/238
1510		Seabreeze (C)	1/238
1521		Seabreeze (D)	1/238
1523		Seabreeze (D)	1/238
1525		Windward (C)	1/238
1527		Windward (C)	1/238
1529		Seabreeze (D)	1/238
1531		Seabreeze (D)	1/238

EXHIBIT "D"

PAGE 2 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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OR2296PG 776

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze(A)	1/238
2102		Seabreeze(A)	1/238
2104		Windward (A)	1/238
2106		Windward (A)	1/238
2108		Seabreeze(A)	1/238
2110		Seabreeze(A)	1/238
2121		Seabreeze(B)	1/238
2123		Seabreeze(B)	1/238
2125		Windward (A)	1/238
2127		Windward (A)	1/238
2129		Seabreeze(B)	1/238
2131		Seabreeze(B)	1/238

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze(C)	1/238
2802		Seabreeze(C)	1/238
2804		Windward (B)	1/238
2806		Windward (B)	1/238
2808		Seabreeze(C)	1/238
2810		Seabreeze(C)	1/238
2821		Seabreeze(D)	1/238
2823		Seabreeze(D)	1/238
2825		Windward (C)	1/238
2827		Windward (C)	1/238
2829		Seabreeze(D)	1/238
2831		Seabreeze(D)	1/238

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds(A)	1/238
2912		Tobago (B)	1/238
2913		Tobago (C)	1/238
2914		Tobago (C)	1/238
2915		Tobago (B)	1/238
2916		Tradewinds(A)	1/238

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds(A)	1/238
2712		Tobago (B)	1/238
2713		Tobago (C)	1/238
2714		Tobago (C)	1/238
2715		Tobago (B)	1/238
2716		Tradewinds(A)	1/238

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds(A)	1/238
2612		Tobago (B)	1/238
2613		Tobago (C)	1/238
2614		Tobago (C)	1/238
2615		Tobago (C)	1/238
2616		Tobago (C)	1/238
2617		Tobago (B)	1/238
2618		Tradewinds(A)	1/238

EXHIBIT "D"
PAGE 3 OF 6

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

OR2296PG 777

<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/238
2312		Tobago (B)	1/238
2313		Tobago (C)	1/238
2314		Tobago (C)	1/238
2315		Tobago (C)	1/238
2316		Tobago (C)	1/238
2317		Tobago (B)	1/238
2318		Tradewinds (A)	1/238

PHASE EIGHTEEN

<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/238
2502		Seabreeze (C)	1/238
2504		Windward (B)	1/238
2506		Windward (B)	1/238
2508		Seabreeze (C)	1/238
2510		Seabreeze (C)	1/238
2521		Seabreeze (D)	1/238
2523		Seabreeze (D)	1/238
2525		Windward (C)	1/238
2527		Windward (C)	1/238
2529		Seabreeze (D)	1/238
2531		Seabreeze (D)	1/238

PHASE EIGHT

<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/238
2402		Seabreeze (C)	1/238
2404		Windward (B)	1/238
2406		Windward (B)	1/238
2408		Seabreeze (C)	1/238
2410		Seabreeze (E)	1/238
2421		Seabreeze (D)	1/238
2423		Seabreeze (D)	1/238
2425		Windward (C)	1/238
2427		Windward (C)	1/238
2429		Seabreeze (D)	1/238
2431		Seabreeze (E)	1/238

PHASE FOUR

<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/238
1912		Tobago (B)	1/238
1913		Tobago (C)	1/238
1914		Tobago (C)	1/238
1915		Tobago (B)	1/238
1916		Tradewinds (A)	1/238

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/238
3112		Tobago (B)	1/238
3113		Tobago (C)	1/238
3114		Tobago (C)	1/238
3115		Tobago (C)	1/238
3116		Tobago (C)	1/238
3117		Tobago (B)	1/238
3118		Tradewinds (A)	1/238

EXHIBIT "D"

PAGE 4 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SIXTEEN

OR2296PG 778

<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/238
3402		Seabreeze (C)	1/238
3404		Windward (B)	1/238
3406		Windward (B)	1/238
3408		Seabreeze (C)	1/238
3410		Seabreeze (C)	1/238
3421		Seabreeze (D)	1/238
3423		Seabreeze (D)	1/238
3425		Windward (C)	1/238
3427		Windward (C)	1/238
3429		Seabreeze (D)	1/238
3431		Seabreeze (D)	1/238

PHASE FOURTEEN

<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/238
3202		Seabreeze (C)	1/238
3204		Windward (B)	1/238
3206		Windward (B)	1/238
3208		Seabreeze (C)	1/238
3210		Seabreeze (C)	1/238
3221		Seabreeze (D)	1/238
3223		Seabreeze (D)	1/238
3225		Windward (C)	1/238
3227		Windward (C)	1/238
3229		Seabreeze (D)	1/238
3231		Seabreeze (D)	1/238

PHASE FIFTEEN

<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/238
3302		Seabreeze (C)	1/238
3304		Windward (B)	1/238
3306		Windward (B)	1/238
3308		Seabreeze (C)	1/238
3310		Seabreeze (C)	1/238
3321		Seabreeze (D)	1/238
3323		Seabreeze (D)	1/238
3325		Windward (C)	1/238
3327		Windward (C)	1/238
3329		Seabreeze (D)	1/238
3331		Seabreeze (D)	1/238

PHASE TWENTY

<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/238
5104		Windward (D)	1/238
5106		Windward (D)	1/238
5108		Seabreeze (F)	1/238
5123		Seabreeze (G)	1/238
5125		Windward (E)	1/238
5127		Windward (E)	1/238
5129		Seabreeze (G)	1/238

Unit Number Building Type Unit Type Fractional Share

PHASE TWENTY-FOUR

OR2296PG 779

BUILDING 52

IV

5202		Seabreeze(F)	1/238
5204		Windward (D)	1/238
5206		Windward (D)	1/238
5208		Seabreeze(F)	1/238
5223		Seabreeze(G)	1/238
5225		Windward (E)	1/238
5227		Windward (E)	1/238
5229		Seabreeze(G)	1/238

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 24 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: OCTOBER 6, 2004

EXHIBIT "C"

⑩
4362
FIVE MINUTE RECORDING

Public Records of
St. Johns County, FL
Clerk# 04-079482
O.R. 2306 PG 1412
11:56AM 10/25/2004
REC \$41.00 SUR \$45.50

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**THIRD AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4100)**

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of October 25, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.

4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

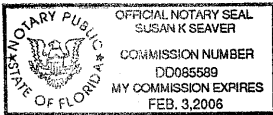
Jennifer Richardson
Print Name: Jennifer Richardson

By: *Drury F. McCarthy*
Drury F. McCarthy, President

April McCarthy
Print Name: April McCarthy

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



Susan K Seaver
Notary Public, State of Florida at Large

Print Name: SUSAN K SEAVER
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

OR2306PG1414

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/246
1102		Seabreeze (C)	1/246
1104		Windward (A)	1/246
1106		Windward (A)	1/246
1108		Seabreeze (C)	1/246
1110		Seabreeze (A)	1/246
1121		Seabreeze (B)	1/246
1123		Seabreeze (D)	1/246
1125		Windward (A)	1/246
1127		Windward (A)	1/246
1129		Seabreeze (D)	1/246
1131		Seabreeze (B)	1/246
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/246
1212		Tobago (A)	1/246
1213		Tobago (A)	1/246
1214		Tobago (A)	1/246
1215		Tobago (A)	1/246
1216		Tradewinds (A)	1/246
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/246
1302		Seabreeze (C)	1/246
1304		Windward (A)	1/246
1306		Windward (A)	1/246
1308		Seabreeze (C)	1/246
1310		Seabreeze (A)	1/246
1321		Seabreeze (B)	1/246
1323		Seabreeze (D)	1/246
1325		Windward (A)	1/246
1327		Windward (A)	1/246
1329		Seabreeze (D)	1/246
1331		Seabreeze (B)	1/246
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/246
1412		Tobago (A)	1/246
1413		Tobago (A)	1/246
1414		Tobago (A)	1/246
1415		Tobago (A)	1/246
1416		Tradewinds (A)	1/246
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/246
1602		Seabreeze (C)	1/246
1604		Windward (A)	1/246
1606		Windward (A)	1/246
1608		Seabreeze (C)	1/246
1610		Seabreeze (C)	1/246
1621		Seabreeze (D)	1/246
1623		Seabreeze (D)	1/246
1625		Windward (A)	1/246
1627		Windward (A)	1/246
1629		Seabreeze (D)	1/246
1631		Seabreeze (D)	1/246

EXHIBIT "D"

PAGE 1 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>			
	IA		
2200		Seabreeze (C)	1/246
2202		Seabreeze (C)	1/246
2204		Windward (A)	1/246
2206		Windward (A)	1/246
2208		Seabreeze (C)	1/246
2210		Seabreeze (C)	1/246
2221		Seabreeze (D)	1/246
2223		Seabreeze (D)	1/246
2225		Windward (A)	1/246
2227		Windward (A)	1/246
2229		Seabreeze (D)	1/246
2231		Seabreeze (D)	1/246

PHASE TWO

<u>BUILDING 20</u>			
	IB		
2000		Seabreeze (C)	1/246
2002		Seabreeze (C)	1/246
2004		Windward (B)	1/246
2006		Windward (B)	1/246
2008		Seabreeze (C)	1/246
2010		Seabreeze (C)	1/246
2021		Seabreeze (D)	1/246
2023		Seabreeze (D)	1/246
2025		Windward (C)	1/246
2027		Windward (C)	1/246
2029		Seabreeze (D)	1/246
2031		Seabreeze (D)	1/246

PHASE THREE

<u>BUILDING 18</u>			
	IB		
1800		Seabreeze (C)	1/246
1802		Seabreeze (C)	1/246
1804		Windward (B)	1/246
1806		Windward (B)	1/246
1808		Seabreeze (C)	1/246
1810		Seabreeze (C)	1/246
1821		Seabreeze (D)	1/246
1823		Seabreeze (D)	1/246
1825		Windward (C)	1/246
1827		Windward (C)	1/246
1829		Seabreeze (D)	1/246
1831		Seabreeze (D)	1/246

PHASE SIX

<u>BUILDING 15</u>			
	IB		
1500		Seabreeze (C)	1/246
1502		Seabreeze (C)	1/246
1504		Windward (B)	1/246
1506		Windward (B)	1/246
1508		Seabreeze (C)	1/246
1510		Seabreeze (C)	1/246
1521		Seabreeze (D)	1/246
1523		Seabreeze (D)	1/246
1525		Windward (C)	1/246
1527		Windward (C)	1/246
1529		Seabreeze (D)	1/246
1531		Seabreeze (D)	1/246

EXHIBIT "D"

PAGE 2 OF 6

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/246
2102		Seabreeze (A)	1/246
2104		Windward (A)	1/246
2106		Windward (A)	1/246
2108		Seabreeze (A)	1/246
2110		Seabreeze (A)	1/246
2121		Seabreeze (B)	1/246
2123		Seabreeze (B)	1/246
2125		Windward (A)	1/246
2127		Windward (A)	1/246
2129		Seabreeze (B)	1/246
2131		Seabreeze (B)	1/246

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/246
2802		Seabreeze (C)	1/246
2804		Windward (B)	1/246
2806		Windward (B)	1/246
2808		Seabreeze (C)	1/246
2810		Seabreeze (C)	1/246
2821		Seabreeze (D)	1/246
2823		Seabreeze (D)	1/246
2825		Windward (C)	1/246
2827		Windward (C)	1/246
2829		Seabreeze (D)	1/246
2831		Seabreeze (D)	1/246

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/246
2912		Tobago (B)	1/246
2913		Tobago (C)	1/246
2914		Tobago (C)	1/246
2915		Tobago (B)	1/246
2916		Tradewinds (A)	1/246

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/246
2712		Tobago (B)	1/246
2713		Tobago (C)	1/246
2714		Tobago (C)	1/246
2715		Tobago (B)	1/246
2716		Tradewinds (A)	1/246

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/246
2612		Tobago (B)	1/246
2613		Tobago (C)	1/246
2614		Tobago (C)	1/246
2615		Tobago (C)	1/246
2616		Tobago (C)	1/246
2617		Tobago (B)	1/246
2618		Tradewinds (A)	1/246

EXHIBIT "D"

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/246
2312		Tobago (B)	1/246
2313		Tobago (C)	1/246
2314		Tobago (C)	1/246
2315		Tobago (C)	1/246
2316		Tobago (C)	1/246
2317		Tobago (B)	1/246
2318		Tradewinds (A)	1/246

PHASE EIGHTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/246
2502		Seabreeze (C)	1/246
2504		Windward (B)	1/246
2506		Windward (B)	1/246
2508		Seabreeze (C)	1/246
2510		Seabreeze (C)	1/246
2521		Seabreeze (D)	1/246
2523		Seabreeze (D)	1/246
2525		Windward (C)	1/246
2527		Windward (C)	1/246
2529		Seabreeze (D)	1/246
2531		Seabreeze (D)	1/246

PHASE EIGHT

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/246
2402		Seabreeze (C)	1/246
2404		Windward (B)	1/246
2406		Windward (B)	1/246
2408		Seabreeze (C)	1/246
2410		Seabreeze (E)	1/246
2421		Seabreeze (D)	1/246
2423		Seabreeze (D)	1/246
2425		Windward (C)	1/246
2427		Windward (C)	1/246
2429		Seabreeze (D)	1/246
2431		Seabreeze (E)	1/246

PHASE FOUR

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/246
1912		Tobago (B)	1/246
1913		Tobago (C)	1/246
1914		Tobago (C)	1/246
1915		Tobago (B)	1/246
1916		Tradewinds (A)	1/246

PHASE TWELVE

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/246
3112		Tobago (B)	1/246
3113		Tobago (C)	1/246
3114		Tobago (C)	1/246
3115		Tobago (C)	1/246
3116		Tobago (C)	1/246
3117		Tobago (B)	1/246
3118		Tradewinds (A)	1/246

EXHIBIT "D"

PAGE 4 OF 6

Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/246
3402		Seabreeze (C)	1/246
3404		Windward (B)	1/246
3406		Windward (B)	1/246
3408		Seabreeze (C)	1/246
3410		Seabreeze (C)	1/246
3421		Seabreeze (D)	1/246
3423		Seabreeze (D)	1/246
3425		Windward (C)	1/246
3427		Windward (C)	1/246
3429		Seabreeze (D)	1/246
3431		Seabreeze (D)	1/246

PHASE FOURTEEN

<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/246
3202		Seabreeze (C)	1/246
3204		Windward (B)	1/246
3206		Windward (B)	1/246
3208		Seabreeze (C)	1/246
3210		Seabreeze (C)	1/246
3221		Seabreeze (D)	1/246
3223		Seabreeze (D)	1/246
3225		Windward (C)	1/246
3227		Windward (C)	1/246
3229		Seabreeze (D)	1/246
3231		Seabreeze (D)	1/246

PHASE FIFTEEN

<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/246
3302		Seabreeze (C)	1/246
3304		Windward (B)	1/246
3306		Windward (B)	1/246
3308		Seabreeze (C)	1/246
3310		Seabreeze (C)	1/246
3321		Seabreeze (D)	1/246
3323		Seabreeze (D)	1/246
3325		Windward (C)	1/246
3327		Windward (C)	1/246
3329		Seabreeze (D)	1/246
3331		Seabreeze (D)	1/246

PHASE TWENTY

<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/246
5104		Windward (D)	1/246
5106		Windward (D)	1/246
5108		Seabreeze (F)	1/246
5123		Seabreeze (G)	1/246
5125		Windward (E)	1/246
5127		Windward (E)	1/246
5129		Seabreeze (G)	1/246

Unit Number Building Type Unit Type Fractional Share

PHASE TWENTY-FOUR

<u>BUILDING 52</u>	IV		
5202		Seabreeze (F)	1/246
5204		Windward (D)	1/246
5206		Windward (D)	1/246
5208		Seabreeze (F)	1/246
5223		Seabreeze (G)	1/246
5225		Windward (E)	1/246
5227		Windward (E)	1/246
5229		Seabreeze (G)	1/246

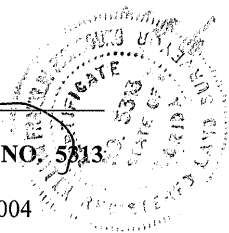
PHASE TWENTY-FIVE

<u>BUILDING 41</u>	IV		
4102		Seabreeze (F)	1/246
4104		Windward (D)	1/246
4106		Windward (D)	1/246
4108		Seabreeze (F)	1/246
4123		Seabreeze (G)	1/246
4125		Windward (E)	1/246
4127		Windward (E)	1/246
4129		Seabreeze (G)	1/246

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 25 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5813



Dated: OCTOBER 21, 2004

EXHIBIT "C"

5842
①
Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

FIVE MINUTE RECORDING

**FOURTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4200)**

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of November 2, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.
4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

[Signature]
Print Name: WALTER KELLY
[Signature]
Print Name: SUSAN SEAVOL

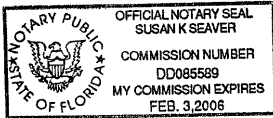
DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

By: [Signature]
Drury F. McCarthy, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of NOVEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



[NOTARIAL SEAL]

[Signature]
Notary Public, State of Florida at Large

Print Name: SUSAN K. SEAVOL
Commission No: DD085589

My Commission expires: 2/3/08

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

PHASE 26

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 34 DEGREES 35 MINUTES 58 SECONDS EAST 37.00 FEET; THENCE NORTH 36 DEGREES 52 MINUTES 42 SECONDS EAST 22.02 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 04 SECONDS EAST 19.86 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 48 SECONDS EAST 29.11 FEET; THENCE NORTH 23 DEGREES 50 MINUTES 10 SECONDS EAST 21.21 FEET; THENCE NORTH 13 DEGREES 54 MINUTES 51 SECONDS EAST 93.34 FEET; THENCE NORTH 44 DEGREES 50 MINUTES 07 SECONDS EAST 57.67 FEET; THENCE SOUTH 74 DEGREES 26 MINUTES 16 SECONDS EAST 46.65 FEET; THENCE SOUTH 75 DEGREES 52 MINUTES 38 SECONDS EAST 50.55 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 34 SECONDS WEST, 150.33 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE EASTERLY AND WITH RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 50 MINUTES 37 SECONDS, AN ARC DISTANCE OF 55.82 FEET (CHORD=SOUTH 02 DEGREES 10 MINUTES 18 SECONDS WEST 55.45 FEET); THENCE NORTH 85 DEGREES 41 MINUTES 56 SECONDS WEST 208.88 FEET TO THE POINT OF BEGINNING.

PAGE 51 OF 60

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/254
1102		Seabreeze (C)	1/254
1104		Windward (A)	1/254
1106		Windward (A)	1/254
1108		Seabreeze (C)	1/254
1110		Seabreeze (A)	1/254
1121		Seabreeze (B)	1/254
1123		Seabreeze (D)	1/254
1125		Windward (A)	1/254
1127		Windward (A)	1/254
1129		Seabreeze (D)	1/254
1131		Seabreeze (B)	1/254
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/254
1212		Tobago (A)	1/254
1213		Tobago (A)	1/254
1214		Tobago (A)	1/254
1215		Tobago (A)	1/254
1216		Tradewinds (A)	1/254
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/254
1302		Seabreeze (C)	1/254
1304		Windward (A)	1/254
1306		Windward (A)	1/254
1308		Seabreeze (C)	1/254
1310		Seabreeze (A)	1/254
1321		Seabreeze (B)	1/254
1323		Seabreeze (D)	1/254
1325		Windward (A)	1/254
1327		Windward (A)	1/254
1329		Seabreeze (D)	1/254
1331		Seabreeze (B)	1/254
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/254
1412		Tobago (A)	1/254
1413		Tobago (A)	1/254
1414		Tobago (A)	1/254
1415		Tobago (A)	1/254
1416		Tradewinds (A)	1/254
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/254
1602		Seabreeze (C)	1/254
1604		Windward (A)	1/254
1606		Windward (A)	1/254
1608		Seabreeze (C)	1/254
1610		Seabreeze (C)	1/254
1621		Seabreeze (D)	1/254
1623		Seabreeze (D)	1/254
1625		Windward (A)	1/254
1627		Windward (A)	1/254
1629		Seabreeze (D)	1/254
1631		Seabreeze (D)	1/254

EXHIBIT "D"

PAGE 1 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/254
2202		Seabreeze (C)	1/254
2204		Windward (A)	1/254
2206		Windward (A)	1/254
2208		Seabreeze (C)	1/254
2210		Seabreeze (C)	1/254
2221		Seabreeze (D)	1/254
2223		Seabreeze (D)	1/254
2225		Windward (A)	1/254
2227		Windward (A)	1/254
2229		Seabreeze (D)	1/254
2231		Seabreeze (D)	1/254

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/254
2002		Seabreeze (C)	1/254
2004		Windward (B)	1/254
2006		Windward (B)	1/254
2008		Seabreeze (C)	1/254
2010		Seabreeze (C)	1/254
2021		Seabreeze (D)	1/254
2023		Seabreeze (D)	1/254
2025		Windward (C)	1/254
2027		Windward (C)	1/254
2029		Seabreeze (D)	1/254
2031		Seabreeze (D)	1/254

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/254
1802		Seabreeze (C)	1/254
1804		Windward (B)	1/254
1806		Windward (B)	1/254
1808		Seabreeze (C)	1/254
1810		Seabreeze (C)	1/254
1821		Seabreeze (D)	1/254
1823		Seabreeze (D)	1/254
1825		Windward (C)	1/254
1827		Windward (C)	1/254
1829		Seabreeze (D)	1/254
1831		Seabreeze (D)	1/254

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/254
1502		Seabreeze (C)	1/254
1504		Windward (B)	1/254
1506		Windward (B)	1/254
1508		Seabreeze (C)	1/254
1510		Seabreeze (C)	1/254
1521		Seabreeze (D)	1/254
1523		Seabreeze (D)	1/254
1525		Windward (C)	1/254
1527		Windward (C)	1/254
1529		Seabreeze (D)	1/254
1531		Seabreeze (D)	1/254

EXHIBIT "D"

PAGE 2 OF 6

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/254
2102		Seabreeze (A)	1/254
2104		Windward (A)	1/254
2106		Windward (A)	1/254
2108		Seabreeze (A)	1/254
2110		Seabreeze (A)	1/254
2121		Seabreeze (B)	1/254
2123		Seabreeze (B)	1/254
2125		Windward (A)	1/254
2127		Windward (A)	1/254
2129		Seabreeze (B)	1/254
2131		Seabreeze (B)	1/254

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/254
2802		Seabreeze (C)	1/254
2804		Windward (B)	1/254
2806		Windward (B)	1/254
2808		Seabreeze (C)	1/254
2810		Seabreeze (C)	1/254
2821		Seabreeze (D)	1/254
2823		Seabreeze (D)	1/254
2825		Windward (C)	1/254
2827		Windward (C)	1/254
2829		Seabreeze (D)	1/254
2831		Seabreeze (D)	1/254

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/254
2912		Tobago (B)	1/254
2913		Tobago (C)	1/254
2914		Tobago (C)	1/254
2915		Tobago (B)	1/254
2916		Tradewinds (A)	1/254

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/254
2712		Tobago (B)	1/254
2713		Tobago (C)	1/254
2714		Tobago (C)	1/254
2715		Tobago (B)	1/254
2716		Tradewinds (A)	1/254

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/254
2612		Tobago (B)	1/254
2613		Tobago (C)	1/254
2614		Tobago (C)	1/254
2615		Tobago (C)	1/254
2616		Tobago (C)	1/254
2617		Tobago (B)	1/254
2618		Tradewinds (A)	1/254

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/254
2312		Tobago (B)	1/254
2313		Tobago (C)	1/254
2314		Tobago (C)	1/254
2315		Tobago (C)	1/254
2316		Tobago (C)	1/254
2317		Tobago (B)	1/254
2318		Tradewinds (A)	1/254

PHASE EIGHTEEN

<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/254
2502		Seabreeze (C)	1/254
2504		Windward (B)	1/254
2506		Windward (B)	1/254
2508		Seabreeze (C)	1/254
2510		Seabreeze (C)	1/254
2521		Seabreeze (D)	1/254
2523		Seabreeze (D)	1/254
2525		Windward (C)	1/254
2527		Windward (C)	1/254
2529		Seabreeze (D)	1/254
2531		Seabreeze (D)	1/254

PHASE EIGHT

<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/254
2402		Seabreeze (C)	1/254
2404		Windward (B)	1/254
2406		Windward (B)	1/254
2408		Seabreeze (C)	1/254
2410		Seabreeze (E)	1/254
2421		Seabreeze (D)	1/254
2423		Seabreeze (D)	1/254
2425		Windward (C)	1/254
2427		Windward (C)	1/254
2429		Seabreeze (D)	1/254
2431		Seabreeze (E)	1/254

PHASE FOUR

<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/254
1912		Tobago (B)	1/254
1913		Tobago (C)	1/254
1914		Tobago (C)	1/254
1915		Tobago (B)	1/254
1916		Tradewinds (A)	1/254

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/254
3112		Tobago (B)	1/254
3113		Tobago (C)	1/254
3114		Tobago (C)	1/254
3115		Tobago (C)	1/254
3116		Tobago (C)	1/254
3117		Tobago (B)	1/254
3118		Tradewinds (A)	1/254

EXHIBIT "D"

PAGE 4 OF 6

Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/254
3402		Seabreeze (C)	1/254
3404		Windward (B)	1/254
3406		Windward (B)	1/254
3408		Seabreeze (C)	1/254
3410		Seabreeze (C)	1/254
3421		Seabreeze (D)	1/254
3423		Seabreeze (D)	1/254
3425		Windward (C)	1/254
3427		Windward (C)	1/254
3429		Seabreeze (D)	1/254
3431		Seabreeze (D)	1/254

PHASE FOURTEEN

<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/254
3202		Seabreeze (C)	1/254
3204		Windward (B)	1/254
3206		Windward (B)	1/254
3208		Seabreeze (C)	1/254
3210		Seabreeze (C)	1/254
3221		Seabreeze (D)	1/254
3223		Seabreeze (D)	1/254
3225		Windward (C)	1/254
3227		Windward (C)	1/254
3229		Seabreeze (D)	1/254
3231		Seabreeze (D)	1/254

PHASE FIFTEEN

<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/254
3302		Seabreeze (C)	1/254
3304		Windward (B)	1/254
3306		Windward (B)	1/254
3308		Seabreeze (C)	1/254
3310		Seabreeze (C)	1/254
3321		Seabreeze (D)	1/254
3323		Seabreeze (D)	1/254
3325		Windward (C)	1/254
3327		Windward (C)	1/254
3329		Seabreeze (D)	1/254
3331		Seabreeze (D)	1/254

PHASE TWENTY

<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/254
5104		Windward (D)	1/254
5106		Windward (D)	1/254
5108		Seabreeze (F)	1/254
5123		Seabreeze (G)	1/254
5125		Windward (E)	1/254
5127		Windward (E)	1/254
5129		Seabreeze (G)	1/254

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE TWENTY-FOUR

<u>BUILDING 52</u>	IV		
5202		Seabreeze (F)	1/254
5204		Windward (D)	1/254
5206		Windward (D)	1/254
5208		Seabreeze (F)	1/254
5223		Seabreeze (G)	1/254
5225		Windward (E)	1/254
5227		Windward (E)	1/254
5229		Seabreeze (G)	1/254

PHASE TWENTY-FIVE

<u>BUILDING 41</u>	IV		
4102		Seabreeze (F)	1/254
4104		Windward (D)	1/254
4106		Windward (D)	1/254
4108		Seabreeze (F)	1/254
4123		Seabreeze (G)	1/254
4125		Windward (E)	1/254
4127		Windward (E)	1/254
4129		Seabreeze (G)	1/254

PHASE TWENTY-SIX

<u>BUILDING 42</u>	IV		
4202		Seabreeze (F)	1/254
4204		Windward (D)	1/254
4206		Windward (D)	1/254
4208		Seabreeze (F)	1/254
4223		Seabreeze (G)	1/254
4225		Windward (E)	1/254
4227		Windward (E)	1/254
4229		Seabreeze (G)	1/254

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 26 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: NOVEMBER 2, 2004

EXHIBIT "C"

2437
11

Public Records of
St. Johns County, FL
Clerk# 04-085492
O.R. 2320 PG 1122
02:29PM 11/16/2004
REC \$45.00 SUR \$50.00

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

FIVE MINUTE RECORDING

**FIFTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4300)**

This FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of NOVEMBER 16, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.

2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.

3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.


4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

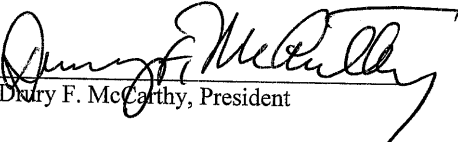
IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

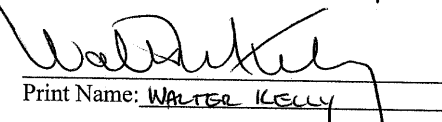
WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

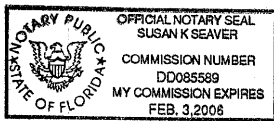

Print Name: Valerie Davenport

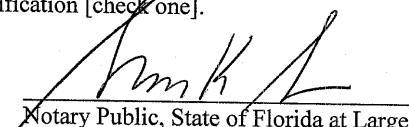
By: 
Drury F. McCarthy, President


Print Name: WALTER KELLY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].




Notary Public, State of Florida at Large

Print Name: SUSAN SEAVER
Commission No: DD 085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

OR2320PG1125

OR2224PG 546

PHASE 28

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST 208.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88 DEGREES 04 MINUTES 52 SECONDS EAST 211.98 FEET; THENCE SOUTH 27 DEGREES 06 MINUTES 29 SECONDS WEST 31.13 FEET; THENCE SOUTH 61 DEGREES 33 MINUTES 49 SECONDS WEST 17.74 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 12 SECONDS WEST 35.42 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 01 SECONDS EAST 56.84 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 29 SECONDS EAST 22.27 FEET; THENCE SOUTH 20 DEGREES 08 MINUTES 44 SECONDS WEST 35.25 FEET; THENCE SOUTH 47 DEGREES 23 MINUTES 11 SECONDS EAST 32.81 FEET; THENCE SOUTH 79 DEGREES 07 MINUTES 05 SECONDS EAST 7.63 FEET; THENCE SOUTH 24 DEGREES 19 MINUTES 45 SECONDS EAST 11.88 FEET; THENCE SOUTH 06 DEGREES 09 MINUTES 18 SECONDS WEST 22.45 FEET; THENCE SOUTH 80 DEGREES 54 MINUTES 21 SECONDS WEST 2.71 FEET; THENCE SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 11.86 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 248.65 FEET; THENCE NORTH 08 DEGREES 18 MINUTES 51 SECONDS WEST 11.70 FEET; THENCE NORTH 25 DEGREES 55 MINUTES 03 SECONDS WEST 56.35 FEET; THENCE NORTHERLY ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 71 DEGREES 35 MINUTES 22 SECONDS, AN ARC DISTANCE OF 87.46 FEET (CHORD=NORTH 26 DEGREES 32 MINUTES 41 SECONDS EAST-81.88 FEET); THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST 117.73 FEET TO THE POINT OF BEGINNING.

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FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/262
1102		Seabreeze (C)	1/262
1104		Windward (A)	1/262
1106		Windward (A)	1/262
1108		Seabreeze (C)	1/262
1110		Seabreeze (A)	1/262
1121		Seabreeze (B)	1/262
1123		Seabreeze (D)	1/262
1125		Windward (A)	1/262
1127		Windward (A)	1/262
1129		Seabreeze (D)	1/262
1131		Seabreeze (B)	1/262
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/262
1212		Tobago (A)	1/262
1213		Tobago (A)	1/262
1214		Tobago (A)	1/262
1215		Tobago (A)	1/262
1216		Tradewinds (A)	1/262
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/262
1302		Seabreeze (C)	1/262
1304		Windward (A)	1/262
1306		Windward (A)	1/262
1308		Seabreeze (C)	1/262
1310		Seabreeze (A)	1/262
1321		Seabreeze (B)	1/262
1323		Seabreeze (D)	1/262
1325		Windward (A)	1/262
1327		Windward (A)	1/262
1329		Seabreeze (D)	1/262
1331		Seabreeze (B)	1/262
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/262
1412		Tobago (A)	1/262
1413		Tobago (A)	1/262
1414		Tobago (A)	1/262
1415		Tobago (A)	1/262
1416		Tradewinds (A)	1/262
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/262
1602		Seabreeze (C)	1/262
1604		Windward (A)	1/262
1606		Windward (A)	1/262
1608		Seabreeze (C)	1/262
1610		Seabreeze (C)	1/262
1621		Seabreeze (D)	1/262
1623		Seabreeze (D)	1/262
1625		Windward (A)	1/262
1627		Windward (A)	1/262
1629		Seabreeze (D)	1/262
1631		Seabreeze (D)	1/262

EXHIBIT "D"

PAGE 1 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
			OR2320PG1127
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/262
2202		Seabreeze (C)	1/262
2204		Windward (A)	1/262
2206		Windward (A)	1/262
2208		Seabreeze (C)	1/262
2210		Seabreeze (C)	1/262
2221		Seabreeze (D)	1/262
2223		Seabreeze (D)	1/262
2225		Windward (A)	1/262
2227		Windward (A)	1/262
2229		Seabreeze (D)	1/262
2231		Seabreeze (D)	1/262

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/262
2002		Seabreeze (C)	1/262
2004		Windward (B)	1/262
2006		Windward (B)	1/262
2008		Seabreeze (C)	1/262
2010		Seabreeze (C)	1/262
2021		Seabreeze (D)	1/262
2023		Seabreeze (D)	1/262
2025		Windward (C)	1/262
2027		Windward (C)	1/262
2029		Seabreeze (D)	1/262
2031		Seabreeze (D)	1/262

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/262
1802		Seabreeze (C)	1/262
1804		Windward (B)	1/262
1806		Windward (B)	1/262
1808		Seabreeze (C)	1/262
1810		Seabreeze (C)	1/262
1821		Seabreeze (D)	1/262
1823		Seabreeze (D)	1/262
1825		Windward (C)	1/262
1827		Windward (C)	1/262
1829		Seabreeze (D)	1/262
1831		Seabreeze (D)	1/262

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/262
1502		Seabreeze (C)	1/262
1504		Windward (B)	1/262
1506		Windward (B)	1/262
1508		Seabreeze (C)	1/262
1510		Seabreeze (C)	1/262
1521		Seabreeze (D)	1/262
1523		Seabreeze (D)	1/262
1525		Windward (C)	1/262
1527		Windward (C)	1/262
1529		Seabreeze (D)	1/262
1531		Seabreeze (D)	1/262

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SEVEN

OR2320PG1128

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/262
2102		Seabreeze (A)	1/262
2104		Windward (A)	1/262
2106		Windward (A)	1/262
2108		Seabreeze (A)	1/262
2110		Seabreeze (A)	1/262
2121		Seabreeze (B)	1/262
2123		Seabreeze (B)	1/262
2125		Windward (A)	1/262
2127		Windward (A)	1/262
2129		Seabreeze (B)	1/262
2131		Seabreeze (B)	1/262

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/262
2802		Seabreeze (C)	1/262
2804		Windward (B)	1/262
2806		Windward (B)	1/262
2808		Seabreeze (C)	1/262
2810		Seabreeze (C)	1/262
2821		Seabreeze (D)	1/262
2823		Seabreeze (D)	1/262
2825		Windward (C)	1/262
2827		Windward (C)	1/262
2829		Seabreeze (D)	1/262
2831		Seabreeze (D)	1/262

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/262
2912		Tobago (B)	1/262
2913		Tobago (C)	1/262
2914		Tobago (C)	1/262
2915		Tobago (B)	1/262
2916		Tradewinds (A)	1/262

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/262
2712		Tobago (B)	1/262
2713		Tobago (C)	1/262
2714		Tobago (C)	1/262
2715		Tobago (B)	1/262
2716		Tradewinds (A)	1/262

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/262
2612		Tobago (B)	1/262
2613		Tobago (C)	1/262
2614		Tobago (C)	1/262
2615		Tobago (C)	1/262
2616		Tobago (C)	1/262
2617		Tobago (B)	1/262
2618		Tradewinds (A)	1/262

EXHIBIT "D"

PAGE 3 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>BUILDING 23</u>	III		OR2320PG1129
2311		Tradewinds (A)	1/262
2312		Tobago (B)	1/262
2313		Tobago (C)	1/262
2314		Tobago (C)	1/262
2315		Tobago (C)	1/262
2316		Tobago (C)	1/262
2317		Tobago (B)	1/262
2318		Tradewinds (A)	1/262

PHASE EIGHTEEN

<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/262
2502		Seabreeze (C)	1/262
2504		Windward (B)	1/262
2506		Windward (B)	1/262
2508		Seabreeze (C)	1/262
2510		Seabreeze (C)	1/262
2521		Seabreeze (D)	1/262
2523		Seabreeze (D)	1/262
2525		Windward (C)	1/262
2527		Windward (C)	1/262
2529		Seabreeze (D)	1/262
2531		Seabreeze (D)	1/262

PHASE EIGHT

<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/262
2402		Seabreeze (C)	1/262
2404		Windward (B)	1/262
2406		Windward (B)	1/262
2408		Seabreeze (C)	1/262
2410		Seabreeze (E)	1/262
2421		Seabreeze (D)	1/262
2423		Seabreeze (D)	1/262
2425		Windward (C)	1/262
2427		Windward (C)	1/262
2429		Seabreeze (D)	1/262
2431		Seabreeze (E)	1/262

PHASE FOUR

<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/262
1912		Tobago (B)	1/262
1913		Tobago (C)	1/262
1914		Tobago (C)	1/262
1915		Tobago (B)	1/262
1916		Tradewinds (A)	1/262

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/262
3112		Tobago (B)	1/262
3113		Tobago (C)	1/262
3114		Tobago (C)	1/262
3115		Tobago (C)	1/262
3116		Tobago (C)	1/262
3117		Tobago (B)	1/262
3118		Tradewinds (A)	1/262

EXHIBIT "D"

PAGE 4 OF 6

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SIXTEEN

OR2320PG1130

<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/262
3402		Seabreeze (C)	1/262
3404		Windward (B)	1/262
3406		Windward (B)	1/262
3408		Seabreeze (C)	1/262
3410		Seabreeze (C)	1/262
3421		Seabreeze (D)	1/262
3423		Seabreeze (D)	1/262
3425		Windward (C)	1/262
3427		Windward (C)	1/262
3429		Seabreeze (D)	1/262
3431		Seabreeze (D)	1/262

PHASE FOURTEEN

<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/262
3202		Seabreeze (C)	1/262
3204		Windward (B)	1/262
3206		Windward (B)	1/262
3208		Seabreeze (C)	1/262
3210		Seabreeze (C)	1/262
3221		Seabreeze (D)	1/262
3223		Seabreeze (D)	1/262
3225		Windward (C)	1/262
3227		Windward (C)	1/262
3229		Seabreeze (D)	1/262
3231		Seabreeze (D)	1/262

PHASE FIFTEEN

<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/262
3302		Seabreeze (C)	1/262
3304		Windward (B)	1/262
3306		Windward (B)	1/262
3308		Seabreeze (C)	1/262
3310		Seabreeze (C)	1/262
3321		Seabreeze (D)	1/262
3323		Seabreeze (D)	1/262
3325		Windward (C)	1/262
3327		Windward (C)	1/262
3329		Seabreeze (D)	1/262
3331		Seabreeze (D)	1/262

PHASE TWENTY

<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/262
5104		Windward (D)	1/262
5106		Windward (D)	1/262
5108		Seabreeze (F)	1/262
5123		Seabreeze (G)	1/262
5125		Windward (E)	1/262
5127		Windward (E)	1/262
5129		Seabreeze (G)	1/262

Unit Number

Building Type

Unit Type

Fractional Share

OR2320PG1131

PHASE TWENTY-FOUR

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
BUILDING 52	IV		
5202		Seabreeze (F)	1/262
5204		Windward (D)	1/262
5206		Windward (D)	1/262
5208		Seabreeze (F)	1/262
5223		Seabreeze (G)	1/262
5225		Windward (E)	1/262
5227		Windward (E)	1/262
5229		Seabreeze (G)	1/262

PHASE TWENTY-FIVE

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
BUILDING 41	IV		
4102		Seabreeze (F)	1/262
4104		Windward (D)	1/262
4106		Windward (D)	1/262
4108		Seabreeze (F)	1/262
4123		Seabreeze (G)	1/262
4125		Windward (E)	1/262
4127		Windward (E)	1/262
4129		Seabreeze (G)	1/262

PHASE TWENTY-SIX

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
BUILDING 42	IV		
4202		Seabreeze (F)	1/262
4204		Windward (D)	1/262
4206		Windward (D)	1/262
4208		Seabreeze (F)	1/262
4223		Seabreeze (G)	1/262
4225		Windward (E)	1/262
4227		Windward (E)	1/262
4229		Seabreeze (G)	1/262

PHASE TWENTY-EIGHT

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
BUILDING 43	IV		
4302		Seabreeze (F)	1/262
4304		Windward (D)	1/262
4306		Windward (D)	1/262
4308		Seabreeze (F)	1/262
4323		Seabreeze (G)	1/262
4325		Windward (E)	1/262
4327		Windward (E)	1/262
4329		Seabreeze (G)	1/262

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 28 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: NOVEMBER 15, 2004

EXHIBIT "C"

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

FIVE MINUTE RECORDING

**SIXTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4400)**

This SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of NOVEMBER 30, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.
4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

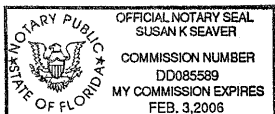
[Signature]
Print Name: Valerie Davenport

By: [Signature]
Drury F. McCarthy, President

[Signature]
Print Name: WALTER KELLY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



[Signature]
Notary Public, State of Florida at Large

Print Name: Susan K Seaver
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

OR2327PG1082

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

OR2327PG1083

OR2224PG 545

PHASE 27.

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 165.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 77 DEGREES 54 MINUTES 08 SECONDS EAST 30.50 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST 208.88 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST 117.73 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 71 DEGREES 35 MINUTES 22 SECONDS, AN ARC DISTANCE OF 87.46 FEET (CHORD=SOUTH 26 DEGREES 32 MINUTES 41 SECONDS WEST-81.88 FEET); THENCE SOUTH 25 DEGREES 55 MINUTES 03 SECONDS EAST 56.35 FEET; THENCE SOUTH 08 DEGREES 18 MINUTES 51 SECONDS EAST 11.70 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET 131.69 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 52 SECONDS WEST 71.26 FEET; THENCE NORTH 22 DEGREES 30 MINUTES 40 SECONDS WEST 125.12 FEET; THENCE NORTH 28 DEGREES 52 MINUTES 11 SECONDS WEST 123.80 FEET TO THE POINT OF BEGINNING.

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SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 27 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: NOVEMBER 29, 2004

EXHIBIT "C"

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/268
1102		Seabreeze (C)	1/268
1104		Windward (A)	1/268
1106		Windward (A)	1/268
1108		Seabreeze (C)	1/268
1110		Seabreeze (A)	1/268
1121		Seabreeze (B)	1/268
1123		Seabreeze (D)	1/268
1125		Windward (A)	1/268
1127		Windward (A)	1/268
1129		Seabreeze (D)	1/268
1131		Seabreeze (B)	1/268
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/268
1212		Tobago (A)	1/268
1213		Tobago (A)	1/268
1214		Tobago (A)	1/268
1215		Tobago (A)	1/268
1216		Tradewinds (A)	1/268
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/268
1302		Seabreeze (C)	1/268
1304		Windward (A)	1/268
1306		Windward (A)	1/268
1308		Seabreeze (C)	1/268
1310		Seabreeze (A)	1/268
1321		Seabreeze (B)	1/268
1323		Seabreeze (D)	1/268
1325		Windward (A)	1/268
1327		Windward (A)	1/268
1329		Seabreeze (D)	1/268
1331		Seabreeze (B)	1/268
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/268
1412		Tobago (A)	1/268
1413		Tobago (A)	1/268
1414		Tobago (A)	1/268
1415		Tobago (A)	1/268
1416		Tradewinds (A)	1/268
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/268
1602		Seabreeze (C)	1/268
1604		Windward (A)	1/268
1606		Windward (A)	1/268
1608		Seabreeze (C)	1/268
1610		Seabreeze (C)	1/268
1621		Seabreeze (D)	1/268
1623		Seabreeze (D)	1/268
1625		Windward (A)	1/268
1627		Windward (A)	1/268
1629		Seabreeze (D)	1/268
1631		Seabreeze (D)	1/268

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/268
2202		Seabreeze (C)	1/268
2204		Windward (A)	1/268
2206		Windward (A)	1/268
2208		Seabreeze (C)	1/268
2210		Seabreeze (C)	1/268
2221		Seabreeze (D)	1/268
2223		Seabreeze (D)	1/268
2225		Windward (A)	1/268
2227		Windward (A)	1/268
2229		Seabreeze (D)	1/268
2231		Seabreeze (D)	1/268

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/268
2002		Seabreeze (C)	1/268
2004		Windward (B)	1/268
2006		Windward (B)	1/268
2008		Seabreeze (C)	1/268
2010		Seabreeze (C)	1/268
2021		Seabreeze (D)	1/268
2023		Seabreeze (D)	1/268
2025		Windward (C)	1/268
2027		Windward (C)	1/268
2029		Seabreeze (D)	1/268
2031		Seabreeze (D)	1/268

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/268
1802		Seabreeze (C)	1/268
1804		Windward (B)	1/268
1806		Windward (B)	1/268
1808		Seabreeze (C)	1/268
1810		Seabreeze (C)	1/268
1821		Seabreeze (D)	1/268
1823		Seabreeze (D)	1/268
1825		Windward (C)	1/268
1827		Windward (C)	1/268
1829		Seabreeze (D)	1/268
1831		Seabreeze (D)	1/268

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/268
1502		Seabreeze (C)	1/268
1504		Windward (B)	1/268
1506		Windward (B)	1/268
1508		Seabreeze (C)	1/268
1510		Seabreeze (C)	1/268
1521		Seabreeze (D)	1/268
1523		Seabreeze (D)	1/268
1525		Windward (C)	1/268
1527		Windward (C)	1/268
1529		Seabreeze (D)	1/268
1531		Seabreeze (D)	1/268

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/268
2102		Seabreeze (A)	1/268
2104		Windward (A)	1/268
2106		Windward (A)	1/268
2108		Seabreeze (A)	1/268
2110		Seabreeze (A)	1/268
2121		Seabreeze (B)	1/268
2123		Seabreeze (B)	1/268
2125		Windward (A)	1/268
2127		Windward (A)	1/268
2129		Seabreeze (B)	1/268
2131		Seabreeze (B)	1/268

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/268
2802		Seabreeze (C)	1/268
2804		Windward (B)	1/268
2806		Windward (B)	1/268
2808		Seabreeze (C)	1/268
2810		Seabreeze (C)	1/268
2821		Seabreeze (D)	1/268
2823		Seabreeze (D)	1/268
2825		Windward (C)	1/268
2827		Windward (C)	1/268
2829		Seabreeze (D)	1/268
2831		Seabreeze (D)	1/268

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/268
2912		Tobago (B)	1/268
2913		Tobago (C)	1/268
2914		Tobago (C)	1/268
2915		Tobago (B)	1/268
2916		Tradewinds (A)	1/268

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/268
2712		Tobago (B)	1/268
2713		Tobago (C)	1/268
2714		Tobago (C)	1/268
2715		Tobago (B)	1/268
2716		Tradewinds (A)	1/268

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/268
2612		Tobago (B)	1/268
2613		Tobago (C)	1/268
2614		Tobago (C)	1/268
2615		Tobago (C)	1/268
2616		Tobago (C)	1/268
2617		Tobago (B)	1/268
2618		Tradewinds (A)	1/268

EXHIBIT "D"

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<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE FIVE

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/268
2312		Tobago (B)	1/268
2313		Tobago (C)	1/268
2314		Tobago (C)	1/268
2315		Tobago (C)	1/268
2316		Tobago (C)	1/268
2317		Tobago (B)	1/268
2318		Tradewinds (A)	1/268

PHASE EIGHTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/268
2502		Seabreeze (C)	1/268
2504		Windward (B)	1/268
2506		Windward (B)	1/268
2508		Seabreeze (C)	1/268
2510		Seabreeze (C)	1/268
2521		Seabreeze (D)	1/268
2523		Seabreeze (D)	1/268
2525		Windward (C)	1/268
2527		Windward (C)	1/268
2529		Seabreeze (D)	1/268
2531		Seabreeze (D)	1/268

PHASE EIGHT

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/268
2402		Seabreeze (C)	1/268
2404		Windward (B)	1/268
2406		Windward (B)	1/268
2408		Seabreeze (C)	1/268
2410		Seabreeze (E)	1/268
2421		Seabreeze (D)	1/268
2423		Seabreeze (D)	1/268
2425		Windward (C)	1/268
2427		Windward (C)	1/268
2429		Seabreeze (D)	1/268
2431		Seabreeze (E)	1/268

PHASE FOUR

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/268
1912		Tobago (B)	1/268
1913		Tobago (C)	1/268
1914		Tobago (C)	1/268
1915		Tobago (B)	1/268
1916		Tradewinds (A)	1/268

PHASE TWELVE

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/268
3112		Tobago (B)	1/268
3113		Tobago (C)	1/268
3114		Tobago (C)	1/268
3115		Tobago (C)	1/268
3116		Tobago (C)	1/268
3117		Tobago (B)	1/268
3118		Tradewinds (A)	1/268

EXHIBIT "D"

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Unit Number Building Type Unit Type Fractional Share

PHASE SIXTEEN

<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/268
3402		Seabreeze (C)	1/268
3404		Windward (B)	1/268
3406		Windward (B)	1/268
3408		Seabreeze (C)	1/268
3410		Seabreeze (C)	1/268
3421		Seabreeze (D)	1/268
3423		Seabreeze (D)	1/268
3425		Windward (C)	1/268
3427		Windward (C)	1/268
3429		Seabreeze (D)	1/268
3431		Seabreeze (D)	1/268

PHASE FOURTEEN

<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/268
3202		Seabreeze (C)	1/268
3204		Windward (B)	1/268
3206		Windward (B)	1/268
3208		Seabreeze (C)	1/268
3210		Seabreeze (C)	1/268
3221		Seabreeze (D)	1/268
3223		Seabreeze (D)	1/268
3225		Windward (C)	1/268
3227		Windward (C)	1/268
3229		Seabreeze (D)	1/268
3231		Seabreeze (D)	1/268

PHASE FIFTEEN

<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/268
3302		Seabreeze (C)	1/268
3304		Windward (B)	1/268
3306		Windward (B)	1/268
3308		Seabreeze (C)	1/268
3310		Seabreeze (C)	1/268
3321		Seabreeze (D)	1/268
3323		Seabreeze (D)	1/268
3325		Windward (C)	1/268
3327		Windward (C)	1/268
3329		Seabreeze (D)	1/268
3331		Seabreeze (D)	1/268

PHASE TWENTY

<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/268
5104		Windward (D)	1/268
5106		Windward (D)	1/268
5108		Seabreeze (F)	1/268
5123		Seabreeze (G)	1/268
5125		Windward (E)	1/268
5127		Windward (E)	1/268
5129		Seabreeze (G)	1/268

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE TWENTY-FOUR</u>			
<u>BUILDING 52</u>	IV		
5202		Seabreeze (F)	1/268
5204		Windward (D)	1/268
5206		Windward (D)	1/268
5208		Seabreeze (F)	1/268
5223		Seabreeze (G)	1/268
5225		Windward (E)	1/268
5227		Windward (E)	1/268
5229		Seabreeze (G)	1/268
<u>PHASE TWENTY-FIVE</u>			
<u>BUILDING 41</u>	IV		
4102		Seabreeze (F)	1/268
4104		Windward (D)	1/268
4106		Windward (D)	1/268
4108		Seabreeze (F)	1/268
4123		Seabreeze (G)	1/268
4125		Windward (E)	1/268
4127		Windward (E)	1/268
4129		Seabreeze (G)	1/268
<u>PHASE TWENTY-SIX</u>			
<u>BUILDING 42</u>	IV		
4202		Seabreeze (F)	1/268
4204		Windward (D)	1/268
4206		Windward (D)	1/268
4208		Seabreeze (F)	1/268
4223		Seabreeze (G)	1/268
4225		Windward (E)	1/268
4227		Windward (E)	1/268
4229		Seabreeze (G)	1/268
<u>PHASE TWENTY-EIGHT</u>			
<u>BUILDING 43</u>	IV		
4302		Seabreeze (F)	1/268
4304		Windward (D)	1/268
4306		Windward (D)	1/268
4308		Seabreeze (F)	1/268
4323		Seabreeze (G)	1/268
4325		Windward (E)	1/268
4327		Windward (E)	1/268
4329		Seabreeze (G)	1/268
<u>PHASE TWENTY-SEVEN</u>			
<u>BUILDING 44</u>	V		
4411		Tradewinds (B)	1/268
4412		Tobago (D)	1/268
4413		Tobago (E)	1/268
4414		Tobago (E)	1/268
4415		Tobago (D)	1/268
4416		Tradewinds (B)	1/268

EXHIBIT "D"

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Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**NINETH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM**
(Fitness Center, Boat/RV Storage, Wetlands & Residual Land)

This NINETH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of DECEMBER 30, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

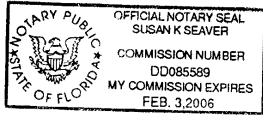
Russell A. Allen
Print Name: Russell A. Allen

DRUNNA PROPERTIES, INC.,
a Florida corporation
Drury F. McCarthy
By Drury F. McCarthy, President

Valerie Davenport
Print Name: Valerie Davenport

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of DECEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



Susan K. Seaver
Notary Public, State of Florida at Large
Print Name: Susan K. SEAVER
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate

PHASE 32 - FITNESS CENTER

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 52 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 05 SECONDS WEST, 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 24 SECONDS WEST 18.15 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 21 SECONDS EAST 138.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 01 DEGREE 47 MINUTES 14 SECONDS EAST 67.02 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 04 SECONDS WEST 5.84 FEET; THENCE SOUTH 43 DEGREES 53 MINUTES 25 SECONDS WEST 32.71 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES 52 SECONDS EAST 22.65 FEET; THENCE SOUTH 08 DEGREES 47 MINUTES 37 SECONDS EAST 30.22 FEET; THENCE SOUTH 13 DEGREES 56 MINUTES 59 SECONDS EAST 63.87 FEET; THENCE NORTH 64 DEGREES 24 MINUTES 15 SECONDS WEST 36.21 FEET; THENCE NORTH 75 DEGREES 52 MINUTES 38 SECONDS WEST 163.35 FEET; THENCE NORTH 15 DEGREES 13 MINUTES 49 SECONDS EAST 22.48 FEET; THENCE NORTH 30 DEGREES 40 MINUTES 50 SECONDS EAST 11.27 FEET; THENCE NORTH 14 DEGREES 29 MINUTES 46 SECONDS WEST 24.24 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 6.52 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 10 SECONDS EAST 139.71 FEET; THENCE ON A CURVE CONCAVE SOUTHERLY AND WITH RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 42 MINUTES 48 SECONDS, AN ARC DISTANCE OF 57.67 FEET (CHORD=NORTH 75 DEGREES 11 MINUTES 24 SECONDS EAST-56.69 FEET); THENCE SOUTH 84 DEGREES 07 MINUTES 19 SECONDS EAST 17.59 FEET TO THE POINT OF BEGINNING.

PHASE 34 - BOAT AND RV STORAGE

LOTS 219 THROUGH 228, BLOCK 67-k, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, FLORIDA.

ALSO A PORTION OF RAVENSWOOD DRIVE (FORMERLY KNOWN AS GEORGE STREET) LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 1550, PAGE 1437.

PHASE 35 - WETLANDS AND RESIDUAL LAND

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST. JOHNS AND STATE OF FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING DESCRIBED AS PARCEL 1 IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1068, PAGE 1596 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

ALSO LAND DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1211, PAGE 1062, PUBLIC RECORDS OF SAID COUNTY, AND WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1154, PAGE 1413 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO LOTS 219 THROUGH 228, BLOCK 67-K, AND LOTS 244, 250 AND 252, BLOCK 66-L, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO BLOCK 65, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO STREETS OR PORTIONS THEREOF LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 89-44, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 830, PAGE 917 AND ORDINANCE 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 1550, PAGE 1437.

EXCEPTING THEREFROM ALL LANDS PREVIOUSLY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP BY THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2224, PAGE 454 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; (PHASES 1 THROUGH 28 AND 31 THROUGH 34 OF VISTA COVE.)

(IT IS THE DECLARANT'S INTENT TO WITHDRAW PHASES 29 AND 30 AS FUTURE PHASES)

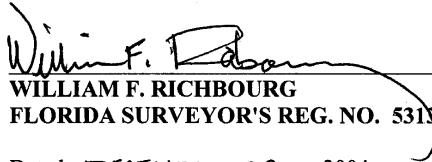
ALSO EXCEPTING THEREFROM:

THE NORTH 195.37 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (FORMERLY STATE ROAD NO. S-3) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, RUN NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 195.37 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1, BLOCK "C", EL GRANADA, A SUBDIVISION RECORDED IN MAP BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (SAID SOUTHWEST CORNER OF LOT 1, BLOCK "C" BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28); THENCE RUN SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION, WHICH IS RECORDED IN SAID MAP BOOK 3, PAGE 76 (THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION BEING COINCIDENT WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28), FOR A DISTANCE OF 468.09 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. A-1-A; THENCE RUN SOUTH 12 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. A-1-A, FOR A DISTANCE OF 200.42 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 512.91 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 32 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 34 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

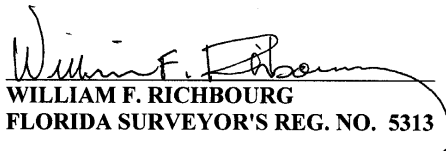

WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 35 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

Public Records of
St. Johns County, FL
Clerk # 2004096038,
O.R. 2346 PG 407-415
12/30/2004 at 03:10 PM,
REC. \$37.00 SUR. \$41.00

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

****CORRECTION TO****
NINETH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Fitness Center, Boat/RV Storage, Wetlands & Residual Land)

This NINETH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of December 30, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

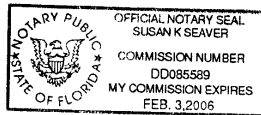
Russell A. Allen
Print Name: Russell A. Allen

By Drury F. McCarthy
Drury F. McCarthy, President

Valerie Davenport
Print Name: Valerie Davenport

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of DECEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



Susan K. Seaver
Notary Public, State of Florida at Large

Print Name: Susan K. Seaver
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate

PHASE 32 - FITNESS CENTER

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON THE EAST LINE OF MASTERS DRIVE, 2.24 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 30 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 160.20 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 45 SECONDS EAST 301.23 FEET; THENCE NORTH 08 DEGREES 07 MINUTES 21 SECONDS WEST 142.08 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED BOOK 11, PAGE 184, PUBLIC RECORDS OF SAID COUNTY, 684.19 FEET; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 30 SECONDS EAST 41.81 FEET; THENCE SOUTH 31 DEGREES 10 MINUTES 55 SECONDS EAST 73.72 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY AND WITH RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 57 MINUTES 45 SECONDS, AN ARC DISTANCE OF 142.25 FEET (CHORD=SOUTH 78 DEGREES 53 MINUTES 02 SECONDS WEST-140.41 FEET); THENCE NORTH 85 DEGREES 05 MINUTES 23 SECONDS WEST 80.99 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 52 SECONDS EAST 29.95 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 05 SECONDS WEST, 28.47 FEET; THENCE SOUTH 23 DEGREES 11 MINUTES 24 SECONDS WEST 18.15 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 21 SECONDS EAST 138.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 01 DEGREE 47 MINUTES 14 SECONDS EAST 67.02 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 04 SECONDS WEST 5.84 FEET; THENCE SOUTH 43 DEGREES 53 MINUTES 25 SECONDS WEST 32.71 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES 52 SECONDS EAST 22.65 FEET; THENCE SOUTH 08 DEGREES 47 MINUTES 37 SECONDS EAST 30.22 FEET; THENCE SOUTH 13 DEGREES 56 MINUTES 59 SECONDS EAST 63.87 FEET; THENCE NORTH 64 DEGREES 24 MINUTES 15 SECONDS WEST 36.21 FEET; THENCE NORTH 75 DEGREES 52 MINUTES 38 SECONDS WEST 163.35 FEET; THENCE NORTH 15 DEGREES 13 MINUTES 49 SECONDS EAST 22.48 FEET; THENCE NORTH 30 DEGREES 40 MINUTES 50 SECONDS EAST 11.27 FEET; THENCE NORTH 14 DEGREES 29 MINUTES 46 SECONDS WEST 24.24 FEET; THENCE NORTH 29 DEGREES 20 MINUTES 27 SECONDS WEST 6.52 FEET; THENCE NORTH 56 DEGREES 51 MINUTES 10 SECONDS EAST 139.71 FEET; THENCE ON A CURVE CONCAVE SOUTHERLY AND WITH RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 42 MINUTES 48 SECONDS, AN ARC DISTANCE OF 57.67 FEET (CHORD=NORTH 75 DEGREES 11 MINUTES 24 SECONDS EAST-56.69 FEET); THENCE SOUTH 84 DEGREES 07 MINUTES 19 SECONDS EAST 17.59 FEET TO THE POINT OF BEGINNING.

PHASE 34 - BOAT AND RV STORAGE

LOTS 219 THROUGH 228, BLOCK 67-k, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW AUGUSTINE DATED 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, FLORIDA.

ALSO A PORTION OF RAVENSWOOD DRIVE (FORMERLY KNOWN AS GEORGE STREET) LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 1550, PAGE 1437.

PHASE 35 - WETLANDS AND RESIDUAL LAND

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF ST. JOHNS AND STATE OF FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOTS 8, 9, 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND IN GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING DESCRIBED AS PARCEL 1 IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1068, PAGE 1596 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

ALSO LAND DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1211, PAGE 1062, PUBLIC RECORDS OF SAID COUNTY, AND WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1154, PAGE 1413 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO LOTS 219 THROUGH 228, BLOCK 67-K, AND LOTS 244, 250 AND 252, BLOCK 66-L, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO BLOCK 65, RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY.

ALSO STREETS OR PORTIONS THEREOF LOCATED IN THE RAVENSWOOD ADDITION TO NEW AUGUSTINE ACCORDING TO MAP OF NEW ST. AUGUSTINE DATED JUNE 1918 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF SAID ST. JOHNS COUNTY, HAVING BEEN VACATED BY ORDINANCE NO. 89-44, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 830, PAGE 917 AND ORDINANCE 2000-40, CITY OF ST. AUGUSTINE, FLORIDA, AND RECORDED IN PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 1550, PAGE 1437.

EXCEPTING THEREFROM ALL LANDS PREVIOUSLY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP BY THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2224, PAGE 454 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; (PHASES 1 THROUGH 28 AND 31 THROUGH 34 OF VISTA COVE.)

(IT IS THE DECLARANT'S INTENT TO WITHDRAW PHASES 29 AND 30 AS FUTURE PHASES) (BLOCK 38 AND BLOCK 62)

****CORRECTION****

WITHDRAW THE FOLLOWING: LOT 217 & 218 BLOCK 67K AND LOT 241 BLOCK 66L

ALSO EXCEPTING THEREFROM:

THE NORTH 195.37 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (FORMERLY STATE ROAD NO. S-3) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, RUN NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 195.37 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1, BLOCK "C", EL GRANADA, A SUBDIVISION RECORDED IN MAP BOOK 3, PAGE 76, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (SAID SOUTHWEST CORNER OF LOT 1, BLOCK "C" BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28); THENCE RUN SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION, WHICH IS RECORDED IN SAID MAP BOOK 3, PAGE 76 (THE SOUTH LINE OF SAID EL GRANADA SUBDIVISION BEING COINCIDENT WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28), FOR A DISTANCE OF 468.09 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. A-1-A; THENCE RUN SOUTH 12 DEGREES 04 MINUTES 22 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. A-1-A, FOR A DISTANCE OF 200.42 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 512.91 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 32 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 34 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phase 35 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: DECEMBER 29, 2004

EXHIBIT "C"

1
②

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

④

**SEVENTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4500)**

This SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of DECEMBER 13, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.
4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

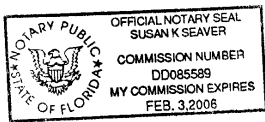
Susan K. Seaver
Print Name: Susan K. Seaver

DRUNNA PROPERTIES, INC.,
a Florida corporation
By: *Drury F. McCarthy*
Drury F. McCarthy, President

Joyce E. Herbold
Print Name: Joyce E. Herbold

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me; or provided a valid Florida Driver's License as identification [check one].



Susan K. Seaver
Notary Public, State of Florida at Large

Print Name: Susan K Seaver
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires: FEB 3, 2006

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 23 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.

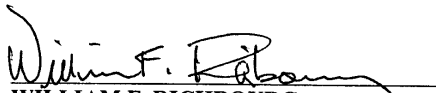

WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313
Dated: 12/06, 2004

EXHIBIT "C"

OR2224PG 541

PHASE 23

A PARCEL OF LAND IN GOVERNMENT LOT 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 58.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 107.63 FEET; THENCE SOUTH 28 DEGREES 52 MINUTES 11 SECONDS EAST 123.80 FEET; THENCE SOUTH 22 DEGREES 30 MINUTES 40 SECONDS EAST 125.12 FEET; THENCE SOUTH 07 DEGREES 18 MINUTES 52 SECONDS EAST 71.26 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 207.22 FEET; THENCE NORTH 03 DEGREES 28 MINUTES 13 SECONDS WEST 326.88 FEET TO THE POINT OF BEGINNING.

PAGE 48 OF 60

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/274
1102		Seabreeze (C)	1/274
1104		Windward (A)	1/274
1106		Windward (A)	1/274
1108		Seabreeze (C)	1/274
1110		Seabreeze (A)	1/274
1121		Seabreeze (B)	1/274
1123		Seabreeze (D)	1/274
1125		Windward (A)	1/274
1127		Windward (A)	1/274
1129		Seabreeze (D)	1/274
1131		Seabreeze (B)	1/274
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/274
1212		Tobago (A)	1/274
1213		Tobago (A)	1/274
1214		Tobago (A)	1/274
1215		Tobago (A)	1/274
1216		Tradewinds (A)	1/274
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/274
1302		Seabreeze (C)	1/274
1304		Windward (A)	1/274
1306		Windward (A)	1/274
1308		Seabreeze (C)	1/274
1310		Seabreeze (A)	1/274
1321		Seabreeze (B)	1/274
1323		Seabreeze (D)	1/274
1325		Windward (A)	1/274
1327		Windward (A)	1/274
1329		Seabreeze (D)	1/274
1331		Seabreeze (B)	1/274
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/274
1412		Tobago (A)	1/274
1413		Tobago (A)	1/274
1414		Tobago (A)	1/274
1415		Tobago (A)	1/274
1416		Tradewinds (A)	1/274
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/274
1602		Seabreeze (C)	1/274
1604		Windward (A)	1/274
1606		Windward (A)	1/274
1608		Seabreeze (C)	1/274
1610		Seabreeze (C)	1/274
1621		Seabreeze (D)	1/274
1623		Seabreeze (D)	1/274
1625		Windward (A)	1/274
1627		Windward (A)	1/274
1629		Seabreeze (D)	1/274
1631		Seabreeze (D)	1/274

EXHIBIT "D"

PAGE 1 OF 7

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/274
2202		Seabreeze (C)	1/274
2204		Windward (A)	1/274
2206		Windward (A)	1/274
2208		Seabreeze (C)	1/274
2210		Seabreeze (C)	1/274
2221		Seabreeze (D)	1/274
2223		Seabreeze (D)	1/274
2225		Windward (A)	1/274
2227		Windward (A)	1/274
2229		Seabreeze (D)	1/274
2231		Seabreeze (D)	1/274

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/274
2002		Seabreeze (C)	1/274
2004		Windward (B)	1/274
2006		Windward (B)	1/274
2008		Seabreeze (C)	1/274
2010		Seabreeze (C)	1/274
2021		Seabreeze (D)	1/274
2023		Seabreeze (D)	1/274
2025		Windward (C)	1/274
2027		Windward (C)	1/274
2029		Seabreeze (D)	1/274
2031		Seabreeze (D)	1/274

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/274
1802		Seabreeze (C)	1/274
1804		Windward (B)	1/274
1806		Windward (B)	1/274
1808		Seabreeze (C)	1/274
1810		Seabreeze (C)	1/274
1821		Seabreeze (D)	1/274
1823		Seabreeze (D)	1/274
1825		Windward (C)	1/274
1827		Windward (C)	1/274
1829		Seabreeze (D)	1/274
1831		Seabreeze (D)	1/274

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/274
1502		Seabreeze (C)	1/274
1504		Windward (B)	1/274
1506		Windward (B)	1/274
1508		Seabreeze (C)	1/274
1510		Seabreeze (C)	1/274
1521		Seabreeze (D)	1/274
1523		Seabreeze (D)	1/274
1525		Windward (C)	1/274
1527		Windward (C)	1/274
1529		Seabreeze (D)	1/274
1531		Seabreeze (D)	1/274

EXHIBIT "D"

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/274
2102		Seabreeze (A)	1/274
2104		Windward (A)	1/274
2106		Windward (A)	1/274
2108		Seabreeze (A)	1/274
2110		Seabreeze (A)	1/274
2121		Seabreeze (B)	1/274
2123		Seabreeze (B)	1/274
2125		Windward (A)	1/274
2127		Windward (A)	1/274
2129		Seabreeze (B)	1/274
2131		Seabreeze (B)	1/274

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/274
2802		Seabreeze (C)	1/274
2804		Windward (B)	1/274
2806		Windward (B)	1/274
2808		Seabreeze (C)	1/274
2810		Seabreeze (C)	1/274
2821		Seabreeze (D)	1/274
2823		Seabreeze (D)	1/274
2825		Windward (C)	1/274
2827		Windward (C)	1/274
2829		Seabreeze (D)	1/274
2831		Seabreeze (D)	1/274

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/274
2912		Tobago (B)	1/274
2913		Tobago (C)	1/274
2914		Tobago (C)	1/274
2915		Tobago (B)	1/274
2916		Tradewinds (A)	1/274

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/274
2712		Tobago (B)	1/274
2713		Tobago (C)	1/274
2714		Tobago (C)	1/274
2715		Tobago (B)	1/274
2716		Tradewinds (A)	1/274

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/274
2612		Tobago (B)	1/274
2613		Tobago (C)	1/274
2614		Tobago (C)	1/274
2615		Tobago (C)	1/274
2616		Tobago (C)	1/274
2617		Tobago (B)	1/274
2618		Tradewinds (A)	1/274

EXHIBIT "D"

PAGE 3 OF 7

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE FIVE</u>			
<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/274
2312		Tobago (B)	1/274
2313		Tobago (C)	1/274
2314		Tobago (C)	1/274
2315		Tobago (C)	1/274
2316		Tobago (C)	1/274
2317		Tobago (B)	1/274
2318		Tradewinds (A)	1/274
<u>PHASE EIGHTEEN</u>			
<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/274
2502		Seabreeze (C)	1/274
2504		Windward (B)	1/274
2506		Windward (B)	1/274
2508		Seabreeze (C)	1/274
2510		Seabreeze (C)	1/274
2521		Seabreeze (D)	1/274
2523		Seabreeze (D)	1/274
2525		Windward (C)	1/274
2527		Windward (C)	1/274
2529		Seabreeze (D)	1/274
2531		Seabreeze (D)	1/274
<u>PHASE EIGHT</u>			
<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/274
2402		Seabreeze (C)	1/274
2404		Windward (B)	1/274
2406		Windward (B)	1/274
2408		Seabreeze (C)	1/274
2410		Seabreeze (E)	1/274
2421		Seabreeze (D)	1/274
2423		Seabreeze (D)	1/274
2425		Windward (C)	1/274
2427		Windward (C)	1/274
2429		Seabreeze (D)	1/274
2431		Seabreeze (E)	1/274
<u>PHASE FOUR</u>			
<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/274
1912		Tobago (B)	1/274
1913		Tobago (C)	1/274
1914		Tobago (C)	1/274
1915		Tobago (B)	1/274
1916		Tradewinds (A)	1/274
<u>PHASE TWELVE</u>			
<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/274
3112		Tobago (B)	1/274
3113		Tobago (C)	1/274
3114		Tobago (C)	1/274
3115		Tobago (C)	1/274
3116		Tobago (C)	1/274
3117		Tobago (B)	1/274
3118		Tradewinds (A)	1/274

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE SIXTEEN</u>			
<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/274
3402		Seabreeze (C)	1/274
3404		Windward (B)	1/274
3406		Windward (B)	1/274
3408		Seabreeze (C)	1/274
3410		Seabreeze (C)	1/274
3421		Seabreeze (D)	1/274
3423		Seabreeze (D)	1/274
3425		Windward (C)	1/274
3427		Windward (C)	1/274
3429		Seabreeze (D)	1/274
3431		Seabreeze (D)	1/274
<u>PHASE FOURTEEN</u>			
<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/274
3202		Seabreeze (C)	1/274
3204		Windward (B)	1/274
3206		Windward (B)	1/274
3208		Seabreeze (C)	1/274
3210		Seabreeze (C)	1/274
3221		Seabreeze (D)	1/274
3223		Seabreeze (D)	1/274
3225		Windward (C)	1/274
3227		Windward (C)	1/274
3229		Seabreeze (D)	1/274
3231		Seabreeze (D)	1/274
<u>PHASE FIFTEEN</u>			
<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/274
3302		Seabreeze (C)	1/274
3304		Windward (B)	1/274
3306		Windward (B)	1/274
3308		Seabreeze (C)	1/274
3310		Seabreeze (C)	1/274
3321		Seabreeze (D)	1/274
3323		Seabreeze (D)	1/274
3325		Windward (C)	1/274
3327		Windward (C)	1/274
3329		Seabreeze (D)	1/274
3331		Seabreeze (D)	1/274
<u>PHASE TWENTY</u>			
<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/274
5104		Windward (D)	1/274
5106		Windward (D)	1/274
5108		Seabreeze (F)	1/274
5123		Seabreeze (G)	1/274
5125		Windward (E)	1/274
5127		Windward (E)	1/274
5129		Seabreeze (G)	1/274

EXHIBIT "D"

PAGE 5 OF 7

Unit Number Building Type Unit Type Fractional Share

PHASE TWENTY-FOUR

<u>BUILDING 52</u>	IV		
5202		Seabreeze (F)	1/274
5204		Windward (D)	1/274
5206		Windward (D)	1/274
5208		Seabreeze (F)	1/274
5223		Seabreeze (G)	1/274
5225		Windward (E)	1/274
5227		Windward (E)	1/274
5229		Seabreeze (G)	1/274

PHASE TWENTY-FIVE

<u>BUILDING 41</u>	IV		
4102		Seabreeze (F)	1/274
4104		Windward (D)	1/274
4106		Windward (D)	1/274
4108		Seabreeze (F)	1/274
4123		Seabreeze (G)	1/274
4125		Windward (E)	1/274
4127		Windward (E)	1/274
4129		Seabreeze (G)	1/274

PHASE TWENTY-SIX

<u>BUILDING 42</u>	IV		
4202		Seabreeze (F)	1/274
4204		Windward (D)	1/274
4206		Windward (D)	1/274
4208		Seabreeze (F)	1/274
4223		Seabreeze (G)	1/274
4225		Windward (E)	1/274
4227		Windward (E)	1/274
4229		Seabreeze (G)	1/274

PHASE TWENTY-EIGHT

<u>BUILDING 43</u>	IV		
4302		Seabreeze (F)	1/274
4304		Windward (D)	1/274
4306		Windward (D)	1/274
4308		Seabreeze (F)	1/274
4323		Seabreeze (G)	1/274
4325		Windward (E)	1/274
4327		Windward (E)	1/274
4329		Seabreeze (G)	1/274

PHASE TWENTY-SEVEN

<u>BUILDING 44</u>	V		
4411		Tradewinds (B)	1/274
4412		Tobago (D)	1/274
4413		Tobago (E)	1/274
4414		Tobago (E)	1/274
4415		Tobago (D)	1/274
4416		Tradewinds (B)	1/274

EXHIBIT "D"

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE TWENTY-THREE</u>			
<u>BUILDING 45</u>	V		
4511		Tradewinds (B)	1/274
4512		Tobago (D)	1/274
4513		Tobago (E)	1/274
4514		Tobago (E)	1/274
4515		Tobago (D)	1/274
4516		Tradewinds (B)	1/274

EXHIBIT "D"
PAGE 7 OF 7

16

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**EIGHTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM
(Buildings 4600, Buildings 4700, Buildings 4800)**

This EIGHTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM, is made as of DECEMBER 27, 2004, by **DRUNNA PROPERTIES, INC.**, a Florida corporation, whose address is 1725 Masters Drive, Suite 1, St. Augustine, Florida 32095 ("Declarant").

Preliminary Statement

By that Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, dated June 8, 2004 and recorded in Official Records Book 2224, page 454, of the public records of St. Johns County, Florida (hereinafter referred to as the "Amended Declaration"), Declarant has submitted certain lands to the condominium form of ownership as Vista Cove, a Condominium. Under paragraph 20 of the Amended Declaration, the Declarant reserved the right to develop in one or more additional phases and to submit to the condominium form of ownership under the terms and conditions of the Amended Declaration all or a part of the real property more particularly described on Exhibit "B" to the Amended Declaration and identified therein as the "Future Phases." Declarant desires to amend the Amended Declaration to add the Future Phase described on Exhibit "A" to this First Amendment to become a part of Vista Cove, a Condominium (the "Condominium").

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Amended Declaration as follows:

1. Submission of Real Property to Condominium Ownership. Declarant is the owner of the real property described on Exhibit "A" attached hereto. Declarant hereby submits the real property described on Exhibit "A" hereto to the condominium form of ownership as a Future Phase of the Condominium in accordance with the Amended Declaration and the provisions of Chapter 718, Florida Statutes.
2. Surveyor's Certificate of Substantial Completion. In accordance with *Section 718.104, F.S.*, Declarant hereby amends the Amended Declaration to include the Surveyor's Certificate attached hereto as Exhibit "C" for the purpose of evidencing substantial completion of the condominium buildings described in the Surveyor's Certificate.
3. Fractional Share. The fractional share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit in the Condominium following the addition of the Future Phase described on Exhibit "A," is set forth on Exhibit "D" to this Amendment. Declarant hereby amends the Amended Declaration to delete the Exhibit "D" attached to the Amended Declaration and substitute in its place the Exhibit "D" attached hereto.
4. Limitation. Except as provided herein, the Amended Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Amended and Restated Declaration of Condominium as of the date set forth above.

WITNESSES:

DECLARANT:

DRUNNA PROPERTIES, INC.,
a Florida corporation

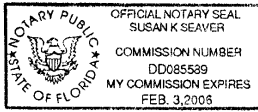
Vale Davenport
Print Name: VALELIE DAVENPORT

By: *Drury F. McCarthy*
Drury F. McCarthy, President

Susan K. Seaver
Print Name: SUSAN K. SEAVEL

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 2004, by Drury F. McCarthy, the President of Drunna Properties, Inc., a Florida corporation, on behalf of the corporation. He [] is personally known to me; or [] provided a valid Florida Driver's License as identification [check one].



Susan K. Seaver
Notary Public, State of Florida at Large
Print Name: SUSAN K SEAVEL
Commission No: DD085589

[NOTARIAL SEAL]

My Commission expires:

LIST OF EXHIBITS

- A - Legal description of Future Phase added to the Condominium
- B - Intentionally Omitted
- C - Surveyor's Certificate
- D - Fractional Share of Common Elements, Common Expenses and Common Surplus

OR2224PG 549

PHASE 31

A PARCEL OF LAND IN GOVERNMENT LOTS 13 AND 14, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 309.69 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 13, A DISTANCE OF 142.11 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 13 SECONDS EAST 58.00 FEET; THENCE SOUTH 03 DEGREES 28 MINUTES 13 SECONDS EAST 326.88 FEET TO THE NORTH LINE OF GEORGE STREET; THENCE SOUTH 80 DEGREES 51 MINUTES 43 SECONDS WEST, ON SAID NORTH LINE OF GEORGE STREET, 165.55 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 350.31 FEET TO THE POINT OF BEGINNING.

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PHASE 22

A PARCEL OF LAND IN GOVERNMENT LOT 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 183.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 67 DEGREES 18 MINUTES 22 SECONDS EAST 99.18; THENCE SOUTH 83 DEGREES 39 MINUTES 15 SECONDS EAST 69.70 FEET; THENCE SOUTH 76 DEGREES 57 MINUTES 32 SECONDS EAST 86.61 FEET; THENCE SOUTH 73 DEGREES 39 MINUTES 58 SECONDS WEST 55.05 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 42 SECONDS EAST 16.20 FEET; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS EAST 41.30 FEET; THENCE SOUTH 10 DEGREES 44 MINUTES 11 SECONDS EAST 13.70 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 17 SECONDS EAST 45.30 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 13 SECONDS WEST 165.63 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9, A DISTANCE OF 142.11 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 126.27 FEET TO THE POINT OF BEGINNING.

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PHASE 21

A PARCEL OF LAND IN GOVERNMENT LOTS 8 AND 9, SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF ALICE STREET WITH THE EAST LINE OF MASTERS DRIVE; THENCE SOUTH 09 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF MASTERS DRIVE, 87.20 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS EAST 28.26 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 24 MINUTES 08 SECONDS, AN ARC DISTANCE OF 105.99 FEET (CHORD=NORTH 74 DEGREES 19 MINUTES 56 SECONDS EAST-105.05 FEET); THENCE NORTH 61 DEGREES 07 MINUTES 52 SECONDS EAST 69.18 FEET; THENCE ON A CURVE CONCAVE NORTHWESTERLY AND WITH RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 20 SECONDS, AN ARC DISTANCE OF 92.95 FEET (CHORD=NORTH 53 DEGREES 03 MINUTES 42 SECONDS EAST-92.65 FEET); THENCE SOUTH 74 DEGREES 26 MINUTES 39 SECONDS EAST 43.32 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 31 SECONDS EAST 42.19 FEET; THENCE SOUTH 14 DEGREES 40 MINUTES 06 SECONDS WEST 140.39 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 26 SECONDS EAST 19.85 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES 35 SECONDS EAST 25.40 FEET; THENCE NORTH 73 DEGREES 39 MINUTES 58 SECONDS WEST 55.05 FEET; THENCE NORTH 76 DEGREES 57 MINUTES 32 SECONDS WEST 86.61 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 15 SECONDS WEST 69.70 FEET; THENCE SOUTH 67 DEGREES 18 MINUTES 22 SECONDS WEST 99.18 FEET TO SAID EAST LINE OF MASTERS DRIVE; THENCE NORTH 09 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID EAST LINE OF MASTERS DRIVE, 96.22 FEET TO THE POINT OF BEGINNING.

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SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 31 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 17, DECEMBER, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 22 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 22 DECEMBER, 2004

EXHIBIT "C"

SURVEYOR'S CERTIFICATE

I, **William F. Richbourg**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Phases 21 of Vista Cove, a Condominium according to the First Amendment to Amended and Restated Declaration of Condominium of Vista Cove, a Condominium, recorded or to be recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Elements facilities servicing such Phases are substantially complete so that the material contained in the survey and graphic description of the improvements, together with the provisions of said First Amendment to Amended and Restated Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements; and that the identification, location and dimensions of the common elements, limited common elements, and each Unit can be determined from that material.


WILLIAM F. RICHBOURG
FLORIDA SURVEYOR'S REG. NO. 5313

Dated: 22 DECEMBER, 2004

EXHIBIT "C"

VISTA COVE, A CONDOMINIUM

FRACTIONAL UNDIVIDED SHARES OF COMMON ELEMENTS & COMMON EXPENSES

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE ONE</u>			
<u>BUILDING 11</u>	IA		
1100		Seabreeze (A)	1/294
1102		Seabreeze (C)	1/294
1104		Windward (A)	1/294
1106		Windward (A)	1/294
1108		Seabreeze (C)	1/294
1110		Seabreeze (A)	1/294
1121		Seabreeze (B)	1/294
1123		Seabreeze (D)	1/294
1125		Windward (A)	1/294
1127		Windward (A)	1/294
1129		Seabreeze (D)	1/294
1131		Seabreeze (B)	1/294
<u>BUILDING 12</u>	IIA		
1211		Tradewinds (A)	1/294
1212		Tobago (A)	1/294
1213		Tobago (A)	1/294
1214		Tobago (A)	1/294
1215		Tobago (A)	1/294
1216		Tradewinds (A)	1/294
<u>BUILDING 13</u>	IA		
1300		Seabreeze (A)	1/294
1302		Seabreeze (C)	1/294
1304		Windward (A)	1/294
1306		Windward (A)	1/294
1308		Seabreeze (C)	1/294
1310		Seabreeze (A)	1/294
1321		Seabreeze (B)	1/294
1323		Seabreeze (D)	1/294
1325		Windward (A)	1/294
1327		Windward (A)	1/294
1329		Seabreeze (D)	1/294
1331		Seabreeze (B)	1/294
<u>BUILDING 14</u>	IIA		
1411		Tradewinds (A)	1/294
1412		Tobago (A)	1/294
1413		Tobago (A)	1/294
1414		Tobago (A)	1/294
1415		Tobago (A)	1/294
1416		Tradewinds (A)	1/294
<u>BUILDING 16</u>	IA		
1600		Seabreeze (C)	1/294
1602		Seabreeze (C)	1/294
1604		Windward (A)	1/294
1606		Windward (A)	1/294
1608		Seabreeze (C)	1/294
1610		Seabreeze (C)	1/294
1621		Seabreeze (D)	1/294
1623		Seabreeze (D)	1/294
1625		Windward (A)	1/294
1627		Windward (A)	1/294
1629		Seabreeze (D)	1/294
1631		Seabreeze (D)	1/294

EXHIBIT "D"

PAGE 1 OF 7

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 22</u>	IA		
2200		Seabreeze (C)	1/294
2202		Seabreeze (C)	1/294
2204		Windward (A)	1/294
2206		Windward (A)	1/294
2208		Seabreeze (C)	1/294
2210		Seabreeze (C)	1/294
2221		Seabreeze (D)	1/294
2223		Seabreeze (D)	1/294
2225		Windward (A)	1/294
2227		Windward (A)	1/294
2229		Seabreeze (D)	1/294
2231		Seabreeze (D)	1/294

PHASE TWO

<u>BUILDING 20</u>	IB		
2000		Seabreeze (C)	1/294
2002		Seabreeze (C)	1/294
2004		Windward (B)	1/294
2006		Windward (B)	1/294
2008		Seabreeze (C)	1/294
2010		Seabreeze (C)	1/294
2021		Seabreeze (D)	1/294
2023		Seabreeze (D)	1/294
2025		Windward (C)	1/294
2027		Windward (C)	1/294
2029		Seabreeze (D)	1/294
2031		Seabreeze (D)	1/294

PHASE THREE

<u>BUILDING 18</u>	IB		
1800		Seabreeze (C)	1/294
1802		Seabreeze (C)	1/294
1804		Windward (B)	1/294
1806		Windward (B)	1/294
1808		Seabreeze (C)	1/294
1810		Seabreeze (C)	1/294
1821		Seabreeze (D)	1/294
1823		Seabreeze (D)	1/294
1825		Windward (C)	1/294
1827		Windward (C)	1/294
1829		Seabreeze (D)	1/294
1831		Seabreeze (D)	1/294

PHASE SIX

<u>BUILDING 15</u>	IB		
1500		Seabreeze (C)	1/294
1502		Seabreeze (C)	1/294
1504		Windward (B)	1/294
1506		Windward (B)	1/294
1508		Seabreeze (C)	1/294
1510		Seabreeze (C)	1/294
1521		Seabreeze (D)	1/294
1523		Seabreeze (D)	1/294
1525		Windward (C)	1/294
1527		Windward (C)	1/294
1529		Seabreeze (D)	1/294
1531		Seabreeze (D)	1/294

EXHIBIT "D"

PAGE 2 OF 7

Unit Number Building Type Unit Type Fractional Share

PHASE SEVEN

<u>BUILDING 21</u>	IA		
2100		Seabreeze (A)	1/294
2102		Seabreeze (A)	1/294
2104		Windward (A)	1/294
2106		Windward (A)	1/294
2108		Seabreeze (A)	1/294
2110		Seabreeze (A)	1/294
2121		Seabreeze (B)	1/294
2123		Seabreeze (B)	1/294
2125		Windward (A)	1/294
2127		Windward (A)	1/294
2129		Seabreeze (B)	1/294
2131		Seabreeze (B)	1/294

PHASE NINE

<u>BUILDING 28</u>	IB		
2800		Seabreeze (C)	1/294
2802		Seabreeze (C)	1/294
2804		Windward (B)	1/294
2806		Windward (B)	1/294
2808		Seabreeze (C)	1/294
2810		Seabreeze (C)	1/294
2821		Seabreeze (D)	1/294
2823		Seabreeze (D)	1/294
2825		Windward (C)	1/294
2827		Windward (C)	1/294
2829		Seabreeze (D)	1/294
2831		Seabreeze (D)	1/294

PHASE TEN

<u>BUILDING 29</u>	IIB		
2911		Tradewinds (A)	1/294
2912		Tobago (B)	1/294
2913		Tobago (C)	1/294
2914		Tobago (C)	1/294
2915		Tobago (B)	1/294
2916		Tradewinds (A)	1/294

PHASE ELEVEN

<u>BUILDING 27</u>	IIB		
2711		Tradewinds (A)	1/294
2712		Tobago (B)	1/294
2713		Tobago (C)	1/294
2714		Tobago (C)	1/294
2715		Tobago (B)	1/294
2716		Tradewinds (A)	1/294

PHASE SEVENTEEN

<u>BUILDING 26</u>	III		
2611		Tradewinds (A)	1/294
2612		Tobago (B)	1/294
2613		Tobago (C)	1/294
2614		Tobago (C)	1/294
2615		Tobago (C)	1/294
2616		Tobago (C)	1/294
2617		Tobago (B)	1/294
2618		Tradewinds (A)	1/294

EXHIBIT "D"

PAGE 3 OF 7

Unit Number Building Type Unit Type Fractional Share

PHASE FIVE

<u>BUILDING 23</u>	III		
2311		Tradewinds (A)	1/294
2312		Tobago (B)	1/294
2313		Tobago (C)	1/294
2314		Tobago (C)	1/294
2315		Tobago (C)	1/294
2316		Tobago (C)	1/294
2317		Tobago (B)	1/294
2318		Tradewinds (A)	1/294

PHASE EIGHTEEN

<u>BUILDING 25</u>	IB		
2500		Seabreeze (C)	1/294
2502		Seabreeze (C)	1/294
2504		Windward (B)	1/294
2506		Windward (B)	1/294
2508		Seabreeze (C)	1/294
2510		Seabreeze (C)	1/294
2521		Seabreeze (D)	1/294
2523		Seabreeze (D)	1/294
2525		Windward (C)	1/294
2527		Windward (C)	1/294
2529		Seabreeze (D)	1/294
2531		Seabreeze (D)	1/294

PHASE EIGHT

<u>BUILDING 24</u>	IB		
2400		Seabreeze (C)	1/294
2402		Seabreeze (C)	1/294
2404		Windward (B)	1/294
2406		Windward (B)	1/294
2408		Seabreeze (C)	1/294
2410		Seabreeze (E)	1/294
2421		Seabreeze (D)	1/294
2423		Seabreeze (D)	1/294
2425		Windward (C)	1/294
2427		Windward (C)	1/294
2429		Seabreeze (D)	1/294
2431		Seabreeze (E)	1/294

PHASE FOUR

<u>BUILDING 19</u>	IIB		
1911		Tradewinds (A)	1/294
1912		Tobago (B)	1/294
1913		Tobago (C)	1/294
1914		Tobago (C)	1/294
1915		Tobago (B)	1/294
1916		Tradewinds (A)	1/294

PHASE TWELVE

<u>BUILDING 31</u>	III		
3111		Tradewinds (A)	1/294
3112		Tobago (B)	1/294
3113		Tobago (C)	1/294
3114		Tobago (C)	1/294
3115		Tobago (C)	1/294
3116		Tobago (C)	1/294
3117		Tobago (B)	1/294
3118		Tradewinds (A)	1/294

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
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PHASE SIXTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 34</u>	IB		
3400		Seabreeze (C)	1/294
3402		Seabreeze (C)	1/294
3404		Windward (B)	1/294
3406		Windward (B)	1/294
3408		Seabreeze (C)	1/294
3410		Seabreeze (C)	1/294
3421		Seabreeze (D)	1/294
3423		Seabreeze (D)	1/294
3425		Windward (C)	1/294
3427		Windward (C)	1/294
3429		Seabreeze (D)	1/294
3431		Seabreeze (D)	1/294

PHASE FOURTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 32</u>	IB		
3200		Seabreeze (C)	1/294
3202		Seabreeze (C)	1/294
3204		Windward (B)	1/294
3206		Windward (B)	1/294
3208		Seabreeze (C)	1/294
3210		Seabreeze (C)	1/294
3221		Seabreeze (D)	1/294
3223		Seabreeze (D)	1/294
3225		Windward (C)	1/294
3227		Windward (C)	1/294
3229		Seabreeze (D)	1/294
3231		Seabreeze (D)	1/294

PHASE FIFTEEN

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 33</u>	IB		
3300		Seabreeze (C)	1/294
3302		Seabreeze (C)	1/294
3304		Windward (B)	1/294
3306		Windward (B)	1/294
3308		Seabreeze (C)	1/294
3310		Seabreeze (C)	1/294
3321		Seabreeze (D)	1/294
3323		Seabreeze (D)	1/294
3325		Windward (C)	1/294
3327		Windward (C)	1/294
3329		Seabreeze (D)	1/294
3331		Seabreeze (D)	1/294

PHASE TWENTY

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>BUILDING 51</u>	IV		
5102		Seabreeze (F)	1/294
5104		Windward (D)	1/294
5106		Windward (D)	1/294
5108		Seabreeze (F)	1/294
5123		Seabreeze (G)	1/294
5125		Windward (E)	1/294
5127		Windward (E)	1/294
5129		Seabreeze (G)	1/294

EXHIBIT "D"

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Unit Number Building Type Unit Type Fractional Share

PHASE TWENTY-FOUR

<u>BUILDING 52</u>	IV		
5202		Seabreeze (F)	1/294
5204		Windward (D)	1/294
5206		Windward (D)	1/294
5208		Seabreeze (F)	1/294
5223		Seabreeze (G)	1/294
5225		Windward (E)	1/294
5227		Windward (E)	1/294
5229		Seabreeze (G)	1/294

PHASE TWENTY-FIVE

<u>BUILDING 41</u>	IV		
4102		Seabreeze (F)	1/294
4104		Windward (D)	1/294
4106		Windward (D)	1/294
4108		Seabreeze (F)	1/294
4123		Seabreeze (G)	1/294
4125		Windward (E)	1/294
4127		Windward (E)	1/294
4129		Seabreeze (G)	1/294

PHASE TWENTY-SIX

<u>BUILDING 42</u>	IV		
4202		Seabreeze (F)	1/294
4204		Windward (D)	1/294
4206		Windward (D)	1/294
4208		Seabreeze (F)	1/294
4223		Seabreeze (G)	1/294
4225		Windward (E)	1/294
4227		Windward (E)	1/294
4229		Seabreeze (G)	1/294

PHASE TWENTY-EIGHT

<u>BUILDING 43</u>	IV		
4302		Seabreeze (F)	1/294
4304		Windward (D)	1/294
4306		Windward (D)	1/294
4308		Seabreeze (F)	1/294
4323		Seabreeze (G)	1/294
4325		Windward (E)	1/294
4327		Windward (E)	1/294
4329		Seabreeze (G)	1/294

PHASE TWENTY-SEVEN

<u>BUILDING 44</u>	V		
4411		Tradewinds (B)	1/294
4412		Tobago (D)	1/294
4413		Tobago (E)	1/294
4414		Tobago (E)	1/294
4415		Tobago (D)	1/294
4416		Tradewinds (B)	1/294

EXHIBIT "D"

PAGE 6 OF 7

<u>Unit Number</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Fractional Share</u>
<u>PHASE TWENTY-THREE</u>			
<u>BUILDING 45</u>	V		
4511		Tradewinds (B)	1/294
4512		Tobago (D)	1/294
4513		Tobago (E)	1/294
4514		Tobago (E)	1/294
4515		Tobago (D)	1/294
4516		Tradewinds (B)	1/294

<u>PHASE THIRTY-ONE</u>			
<u>BUILDING 46</u>	IV		
4602		Seabreeze (F)	1/294
4604		Windward (D)	1/294
4606		Windward (D)	1/294
4608		Seabreeze (F)	1/294
4623		Seabreeze (G)	1/294
4625		Windward (E)	1/294
4627		Windward (E)	1/294
4629		Seabreeze (G)	1/294

<u>PHASE TWENTY-TWO</u>			
<u>BUILDING 47</u>	V		
4711		Tradewinds (B)	1/294
4712		Tobago (D)	1/294
4713		Tobago (E)	1/294
4714		Tobago (E)	1/294
4715		Tobago (D)	1/294
4716		Tradewinds (B)	1/294

<u>PHASE TWENTY-ONE</u>			
<u>BUILDING 48</u>	V		
4811		Tradewinds (B)	1/294
4812		Tobago (D)	1/294
4813		Tobago (E)	1/294
4814		Tobago (E)	1/294
4815		Tobago (D)	1/294
4816		Tradewinds (B)	1/294

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Rosanne P. Perrine, Esq.
Law Office of Rosanne P. Perrine, P.A.
P.O. Box 3060
Ponte Vedra Beach, Florida 32004
(904) 280-5190

Public Records of St. Johns County, FL
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BK: 4134 PG: 1304
1/11/2016 8:59 AM
Recording \$18.50

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF VISTA COVE, A CONDOMINIUM,
AS RECORDED IN OFFICIAL RECORDS BOOK 2224, PAGE 454
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

THIS FIRST AMENDMENT to the Amended and Restated Declaration of Condominium of Vista Cove, a Condominium as recorded in Official Records Book 2224, page 454 et seq. of the public records of St. Johns County, Florida (the "Declaration"), is made this 23rd day of December 2015 by **VISTA COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, Declarant executed and caused to be recorded the Declaration in Official Records Book 2224, Page 454 et seq. of the public records of St. Johns County, Florida. The real property which is subject to the Declaration is defined therein and is referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association, the Association became successor-in-interest to the Declarant; and

WHEREAS, pursuant to the provisions of Section 13.1 of the Declaration and Section 718.110(1)(a), Florida Statutes (2015), the Declaration may be amended as to leasing issues if the amendment is approved by the owner of not less than two-thirds (2/3) of the units; and

WHEREAS, the Association has properly obtained the approval at least two-thirds (2/3) of all the units of the Association;

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Section 10.3 is hereby amended, restated and replaced in its entirety as follows:

10.3 **Leasing.** Entire Units may be rented provided the occupancy is

only by the lessee and non-paying social guests and the initial term is not less than twelve (12) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, each Unit Owner renting his or her Unit shall post with the Association a security deposit in an amount from time to time establish by the Board of Directors, but not to exceed one month's rent for the Unit to secure the Owner's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulation regarding leasing

2. Except as modified in this instrument, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered in the presence of:

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name ELIZABETH GOLDEN

VISTA COVE CONDOMINIUM ASSOCIATION, INC.,
a Florida Not for Profit Corporation.

By: Stephen C Wood
Stephen C. Wood 12/23/15
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of December 2015, by Stephen C. Wood, as the President of Vista Cove Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or has produced FL. Drivers License as identification.

Shirley R. Hunt
NOTARY PUBLIC



Public Records of St. Johns County, FL
Clerk number: 2016001406
BK: 4134 PG: 1301
1/11/2016 8:59 AM
Recording \$27.00

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Rosanne P. Perrine, Esq.
Law Office of Rosanne P. Perrine, P.A.
P.O. Box 3060
Ponte Vedra Beach, Florida 32004
(904) 280-5190

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF VISTA COVE**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of **VISTA COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida non profit corporation (the "Association"), do hereby certify that after due notice, the amendment recorded herewith and entitled First Amendment to the Amended and Restated Declaration of Condominium of Vista Cove, a condominium, was approved, as evidenced by a written statement or ballot manifesting the intention of the Owners that such amendment be adopted.

The amendment was approved and adopted by the concurrence of not less than two-thirds of the Units of the Association present in person or by proxy at a duly noticed special meeting of the members as required by the Declaration, By-Laws and Fla. Stat. §718.110(1)(a) for purposes of amending the Amended and Restated Declaration of Condominium of Vista Cove, a condominium, as recorded in Official Records Book 2224, page 454 of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Association has caused this Certificate to be signed as required by law on this 23 day of December, 2015, by its authorized officers.

Signed, sealed and delivered
in the presence of:

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name ELIZABETH GOLDEN

**VISTA COVE CONDOMINIUM
ASSOCIATION, INC.,**
a Florida Not for Profit Corporation

By Stephen C Wood
Stephen C. Wood
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of December, 2015, by Stephen C. Wood, as the President of Vista Cove Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License as identification.

Shirley R. Hunt
NOTARY PUBLIC



Signed, sealed and delivered
in the presence of:

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name Elizabeth Golden

**VISTA COVE CONDOMINIUM
ASSOCIATION, INC.,**
a Florida Not for Profit Corporation.

By Pamela Krueger 12/23/15
Pamela Krueger
Its: Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of December, 2015, by Pamela Krueger, as the Secretary of Vista Cove Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. She is personally known to me or has produced FL Drivers License as identification.

Shirley R. Hunt
NOTARY PUBLIC

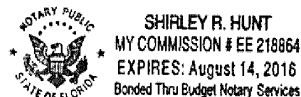


EXHIBIT "A"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF VISTA COVE

The following amendment to Section 10.3 of the Declaration of Condominium of Vista Cove is approved:

10.3 **Leasing.** Entire Units may be rented provided the occupancy is only by the lessee and non-paying social guests and the initial term is not less than ~~thirty (30) days~~ twelve (12) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, each Unit Owner renting his or her Unit shall post with the Association a security deposit in an amount from time to time establish by the Board of Directors, but not to exceed one month's rent for the Unit to secure the Owner's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulation regarding leasing

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Rosanne P. Perrine, Esq.
Law Office of Rosanne P. Perrine, P.A.
P.O. Box 3060
Ponte Vedra Beach, Florida 32004
(904) 280-5190

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF VISTA COVE**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of **VISTA COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida non profit corporation (the "Association"), do hereby certify that after due notice, the amendment recorded herewith and entitled First Amendment to the Amended and Restated Declaration of Condominium of Vista Cove, a condominium, was approved, as evidenced by a written statement or ballot manifesting the intention of the Owners that such amendment be adopted.

The amendment was approved and adopted by the concurrence of not less than two-thirds of the Units of the Association present in person or by proxy at a duly noticed special meeting of the members as required by the Declaration, By-Laws and Fla. Stat. §718.110(1)(a) for purposes of amending the Amended and Restated Declaration of Condominium of Vista Cove, a condominium, as recorded in Official Records Book 2224, page 454 of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Association has caused this Certificate to be signed as required by law on this 23 day of December, 2015, by its authorized officers.

Signed, sealed and delivered
in the presence of:

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name ELIZABETH GOLDEN

**VISTA COVE CONDOMINIUM
ASSOCIATION, INC.**,
a Florida Not for Profit Corporation

By Stephen C Wood
Stephen C. Wood
Its: President

only by the lessee and non-paying social guests and the initial term is not less than twelve (12) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. A copy of the fully executed lease shall be provided to the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, each Unit Owner renting his or her Unit shall post with the Association a security deposit in an amount from time to time establish by the Board of Directors, but not to exceed one month's rent for the Unit to secure the Owner's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulation regarding leasing

2. Except as modified in this instrument, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered
in the presence of:

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name ELIZABETH GOLDEN

VISTA COVE CONDOMINIUM
ASSOCIATION, INC.,
a Florida Not for Profit Corporation,

By: Stephen C Wood
Stephen C. Wood 12/23/15
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of December, 2015, by Stephen C. Wood, as the President of Vista Cove Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License as identification.

Shirley R. Hunt
NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:



SHIRLEY R. HUNT
MY COMMISSION # EE 218864
EXPIRES: August 14, 2016
Bonded Thru Budget Notary Services

Beverly D Phillips
Printed Name Beverly D Phillips

Elizabeth Golden
Printed Name Elizabeth Golden

VISTA COVE CONDOMINIUM
ASSOCIATION, INC.,
a Florida Not for Profit Corporation,

By Pamela Krueger 12/23/15
Pamela Krueger
Its: Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of December, 2015, by Pamela Krueger, as the Secretary of Vista Cove Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. She is personally known to me or has produced FL Drivers License as identification.

Shirley R. Hunt
NOTARY PUBLIC



SHIRLEY R. HUNT
MY COMMISSION # EE 218864
EXPIRES: August 14, 2016
Bonded Thru Budget Notary Services