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**DECLARATION OF CONDOMINIUM**  
**FOR**  
**BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM**

**FOR**

**Belle Haven of St. Augustine, a Condominium**

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**DECLARATION OF CONDOMINIUM****FOR****BELLE HAVEN OF ST. AUGUSTINE, a condominium**

**THIS DECLARATION OF CONDOMINIUM** made and executed this 27<sup>th</sup> day of FEBRUARY, 2004, by Eastwood of St. Augustine, L.L.C., a Florida limited liability corporation, as owner of the real property hereinafter described (hereinafter called the "Developer"), for itself and its successors, heirs, grantees, assignees and transferees.

**1. PURPOSE.** The purpose of this Declaration is to submit the lands described in this instrument as Phase A and the improvements thereon to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument as Phase A and the improvements on such lands to the condominium form of ownership and use. The provisions of the Condominium Act are hereby adopted and shall govern the condominium and the rights, duties, and responsibilities of Owners except where permissive variances appear in the Declaration, Bylaws, or Articles of Incorporation of Belle Haven of St. Augustine Condominium Association, Inc.

**1.1** The name by which the Condominium is to be identified is Belle Haven of St. Augustine, a condominium.

**1.2** The address of the Condominium is 190 Southwood Lake Drive, St. Augustine, Florida 32086.

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

**1.4** All provisions of this Declaration will be construed to be perpetual covenants running with the Land and every part thereof and interest therein. Every Condominium Parcel Owner and claimant of the Land or any part thereof or interest therein, his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act or as provided herein. Both the burdens imposed and the benefits of this Declaration shall run with each Condominium Parcel as herein defined.

**2. DEFINITIONS.** The terms used in this Declaration and in the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Belle Haven of St. Augustine Condominium Association, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

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

**2.2** "Association" means Belle Haven of St. Augustine Condominium Association, Inc., the corporate entity responsible for the operation of the Condominium.

**2.3** "Association Property" means that property, real and personal, which is owned or leased by the Association for the use and benefit of its members.

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

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

**2.6** "Common Elements" means the portions of the Condominium Property not included in the Units, as further described in Section 4.2.

**2.7** "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Section 718.115, Florida Statutes (2002), as amended from time to time.

**2.8** "Common Surplus" means the amount of all receipts or revenues, including assessments, rents, or profits, collected by the Association which exceed common expenses.

**2.9** "Condominium" or "the Condominium" means Belle Haven of St. Augustine, a condominium.

**2.10** "Condominium Parcel" means an individual Unit, together with the undivided share in the Common Elements and all easement, rights, and interests appurtenant to the Unit. A Condominium Parcel may include a Garage as a Limited Common Element appurtenant to such Unit.

**2.11** "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership pursuant to this Declaration of Condominium for Eastwood of St. Augustine, and any amendments, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**2.12** "Declaration" or "Declaration of Condominium" means this Declaration of Condominium for Belle Haven of St. Augustine, a condominium, the instrument by which the Condominium is created, as it is from time to time amended.

**2.13** "Developer" means the person or entity which creates a Condominium or offers Condominium Parcels for sale or lease in the normal course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his own occupancy. The Developer of the Condominium is Eastwood of St. Augustine, L.L.C.

**2.14** "Garages" or "Garage Limited Common Elements" shall mean the single-car enclosed garages which are Limited Common Elements appurtenant to certain Units and which are transferable among the Units.

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

**2.16** "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of all other Units, as specified in this Declaration.

**2.17** "Owner" means the record owner of legal title to a Condominium Parcel and shall include the Developer.

**2.18** "Unit" shall mean a residential dwelling unit; a part of the Condominium Property which is subject to exclusive ownership.

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

### **3. DEVELOPMENT PLAN.**

**3.1 Improvements.** One building containing 14 residential Units and 10 Garages shall be constructed on the Land, representing Phase A of this Condominium. The Units and Garages in Phase A shall be identified as shown on Exhibit B. At the time of recording this Declaration, the Developer is not obligated to construct any improvements on Phases B through J or to make any or all of Phases B through J a part of this Condominium. The proposed development plan for Phases B through J is set forth in Section 5.

**3.2 Development Plans.** The development plans of the Condominium, which contain the identifying letters, locations, and dimensions of the Units, plot plan, floor plans, and surveys and accompanying legends and notes, and are attached hereto as Exhibits B, C, D, E and F and by reference made a part hereof.

**3.2.1 Legal Description of Units .** The legal description of each Unit and each Garage Limited Common Element shall consist of the identifying number and letter of such Unit as shown on Exhibit B. Every deed, lease, mortgage or other instrument shall legally describe a Condominium Parcel by its identifying letter as provided on the attached Exhibit B and each and every description shall be deemed good and sufficient for all purposes.

**3.2.2 Building Floor Plans.** The proposed building floor plans for buildings in the Condominium are attached as Exhibit C. Phase A will consist of a Type II building. The types of buildings planned for future phases are set forth in Section 5.1.

**3.2.3 Unit Floor Plans.** The proposed floor plans for Units are attached as Exhibit D.

**3.2.4 Plot Plan.** A plot plan of all proposed phases of the Condominium, which identifies and locates the buildings and Common Elements, and improvements thereon is attached hereto as Exhibit E.

**3.2.5 Survey.** Surveys of Phase A and proposed Phases B through J are attached as Exhibit F. The surveys meet the minimum technical standards set forth by the Board of Professional Land Surveyors as required by the Condominium Act.

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

**4.1 Unit Boundaries.** The boundaries of each Unit shall be as follows:

**4.1.1 Upper and Lower Boundaries.** The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the perimetrical boundaries:

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

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

**4.1.2 Perimetrical Boundaries.** Each Unit shall include a balcony or patio. The perimetrical boundaries of the Units shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the Unit (including balcony walls or the perimeters of first-floor patios), extended to intersections with each other and with the upper and lower boundaries. Where there is an opening in any perimetrical boundary of a Unit, including but not limited to windows and doors but excluding the screened portions of the balconies, the perimetrical boundaries of the Unit shall include the exterior unfinished surface of such opening. The windows, doors, frames, window screens, and casings within and surrounding such openings shall be included within the Unit and shall not be deemed a Common Element.

**4.1.3 Boundaries - Further Defined.** The boundaries of the Units shall not include:

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

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

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

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

**4.2 Common Elements.** The Common Elements of the Condominium shall consist of all of the real property, improvements, and facilities of the Condominium other than the Units. The Common Elements shall include without limitation:

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

**4.2.2.** All conduits, ducts, plumbing, wiring, wells, pumps and other facilities for the furnishing of utility services to any Unit or the Common Elements;

**4.2.3.** The stairwells, fences, parking areas, walkways, and driveways;

**4.2.4** The easements for ingress, egress, utilities and drainage set forth in the Easement Agreement described in Section 9.1; and

**4.2.5** The easements described in Section 11.

#### 4.3 Limited Common Elements.

**4.3.1 Generally.** The Limited Common Elements appurtenant to all of the units shall consist of the equipment and appurtenances serving a Unit, all air conditioning and heating equipment, fans, and other appliances and equipment (including pipes, wiring, ducts, fixtures and their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit) which now or may hereafter be situated in his Unit or serving his Unit, even if such equipment is not located within his Unit, and balcony screens and railings.

**4.3.2 Elevators.** In the event the Developer elects to install elevators in buildings in future phases of the Condominium, such elevators shall be Limited Common Elements appurtenant to the second-story Units in the building in which they are located.

**4.3.3 Garages.** The Developer, in its sole discretion, may assign to the Owner of a Unit the exclusive right to use a Garage Limited Common Element, including the right to transfer such exclusive right to another Unit or Unit Owner as provided in Section 718.106(2)(b), Florida Statutes. A Unit Owner's exclusive right to use a Garage Limited Common Element shall be evidenced by an Assignment of Limited Common Element executed with the formalities of a deed that refers to the Garage Common Element by the legal description set forth in Exhibit B and is recorded in the public records of St. Johns County, Florida. All assignments of Garage Limited Common Elements shall be subject to the following terms and conditions:

**4.3.3.1** All assignments (including without limitation assignments by Developer) shall be in the assignor's sole discretion and for such consideration as the assignor may require.

**4.3.3.2** A copy of all Assignments shall be furnished to the Association.

**4.3.3.3** The Association shall assess Owners of Units to which Garage Limited Common Elements are appurtenant a monthly Garage Limited Common Element assessment, and may assess special assessments against such Unit Owners for the operation and management of the Garages, in addition to the monthly assessment charged to all Unit Owners.

**5. PHASE DEVELOPMENT.** The Developer hereby reserves the right to develop the Condominium in 10 phases. The first phase, consisting of one building containing a total of 14 Units and 10 Garages, is being submitted to condominium ownership herewith. The land which may become part of the condominium if Phases B through J are developed and on which each phase is to be built is described on Exhibits E and F, which also show the approximate location of all proposed buildings that may ultimately be constructed as part of this Condominium. The Developer is not obligated to construct any such Phases or make them a part of this Condominium.

If any or all of Phases B through J are constructed and made part of this Condominium, the Developer reserves the right to modify the configuration of the proposed Units in such Phases and to modify the types of Units in such Phases, provided the general size of the smallest Unit shall not contain less than 1200 square feet of interior space, and the general size of the largest Unit shall not contain more than 2000 square feet of interior space (measured in accordance with the Unit boundaries described in Section 4.1 of this Declaration). The Developer reserves the right to make non-material changes in the legal descriptions of each phase and shall have absolute discretion as to whether or not to proceed with the development of any phase. The Developer also reserves the right to modify proposed building plans to include elevators. Phases may be added in non-sequential order. If additional phases are added, such phases shall be added within seven (7) years from the

date this Declaration is recorded or within such time as required under the Condominium Act, whichever is later.

**5.1 Proposed Phase Development.** Proposed Phases B, C, D, E, G, H, I and J are planned, at the time of recording this Declaration, to each consist of one building, having the number of Units as set forth below. However, the Developer reserves the right to modify the number of Units in such phases, subject to the minimums and maximums stated below:

Phase	# Buildings	Building Type	# Units Planned	Maximum # Units	Minimum # Units	# of Garages Planned	Maximum # Garages	Minimum # Garages
B	1	I	12	12	10	8	8	0
C	1	II	14	14	12	10	10	0
D	1	II	14	14	12	10	10	0
E	1	I	12	12	10	8	8	0
G	1	I	12	12	10	8	8	0
H	1	II	14	14	12	10	10	0
I	1	II	14	14	12	10	10	0
J	1	II	14	14	12	10	10	0

Proposed Phase F is planned, at the time of recording this Declaration, to consist of a swimming pool and clubhouse.

**5.2 Percentage Ownership in Common Elements and Share of Common Expenses.** In the event and upon the submission of any additional phase or phases, each Unit's percentage of ownership in the common Elements and manner of sharing Common Expenses and owning Common Surplus shall be recomputed and shall be based on a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Units in the Condominium after the addition of each phase. There shall be no ownership in Common Elements or Share of Common Expenses associated with a Garage Limited Common Element; provided, however, that each Unit to which a Garage Limited Common Element is appurtenant shall bear a proportionate share of the cost of operating and maintaining the Garage Limited Common Elements. Such proportionate share shall be determined by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Garages in the Condominium.

**5.3 Additional Common Facilities.** Upon the completion of construction of Phase E, the Developer shall construct a swimming pool, clubhouse, and deck as Phase F and shall expend up to \$3,500 to furnish and equip the clubhouse and the pool. All such furnishings and equipment shall be Common Elements. No additional Common Elements are to be provided as each phase is added other than sidewalks, landscaping, drives, and parking areas serving the added phase.

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

**5.5 Modification.** Notwithstanding anything to the contrary contained in this Declaration, the Developer reserves the right to modify the plot plan and building types to accommodate the changes to the number and sizes of Units and Garages authorized by this Section, and to accommodate elevators if Developer elects to install elevators in any future phase or phases. Such changes include without limitation varying the mixes and sizes of buildings and Units, moving the buildings within the phase property lines, increasing or decreasing the height of buildings within a phase, changing the interior designs and arrangements of the Units, and reorienting the facings of buildings. These changes may be made by the Developer in its sole discretion, provided that no change shall increase the number of Units above the maximums, or reduce the number of Units below the minimums, set forth in Section 5.1. If the Developer shall make any such modifications,



they shall be reflected by an amendment to this Declaration with a survey attached reflecting such modifications.

**6. OWNERSHIP.**

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

**6.2 Association Membership.** The record Owners of Condominium Parcels shall be members of the Belle Haven of St. Augustine Condominium Association, Inc. as more fully set forth in Section 12. There shall be no Association membership associated with a Garage Limited Common Element.

**6.3 Owner's Rights.** The Owner of a Condominium Parcel is entitled to the exclusive possession of his Unit or Units. The space within any of the Units shall not be further subdivided. The Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Condominium Parcels. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created. Each Owner shall take title to his Condominium Parcel subject to the terms of this Declaration, including without limitation the nonexclusive easements specified in Section 11 and to a nonexclusive easement reserved by the Developer over and across the Common Elements for ingress and egress, drainage, and installation of utilities.

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

**6.5 Time Share Prohibited.** There are no time share estates created by this Declaration of Condominium nor will any be created in the Condominium.

**7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.** The fee title to each Condominium Parcel shall include the Unit or Units, an undivided interest in the Common Elements, and the Limited Common Elements appurtenant to such Unit or Units. An undivided interest in the Common Elements is deemed to be conveyed or encumbered with its entire respective Condominium Parcel, even though the description in the instrument of conveyance may refer only to the fee title to the Unit or a portion of the space within a Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate or any action to partition the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void. The transfer of the exclusive right to use a Garage Limited Common Element from one Unit to another in accordance with Section 4 shall not be deemed a violation of this Section 7 or the Condominium Act.

**8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND LIABILITY FOR COMMON EXPENSES.** The Owner of each Condominium Parcel within Phase A shall own an undivided one-fourteenth (1/14th) share in the Common Elements and Common Surplus of the Condominium, and shall own an undivided one-fourteenth (1/14th) share of the liability for the Common Expenses of the Condominium. In the event additional phases are added to the Condominium pursuant to Section 5, each Owner's share in the Common Elements and Common Surplus shall be determined in accordance with the formula set forth in Section 5.2. There shall be no additional share of ownership of Common Expenses or Common Surplus, and no additional liability for Common Expenses, associated with the Garage Limited Common Elements;

provided, however, the owner of a Condominium Parcel that includes a Garage Limited Common Element shall be liable for the Garage Limited Common Expense described in Section 15.1.

**9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.** Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

**9.1 Common Elements.** The Association shall operate, maintain, repair, and replace the Common Elements of the Condominium and, except as provided below, the Limited Common Elements of the Condominium. Included in the Association's obligation under this section is its responsibility for a share of the cost of maintaining, repairing, and replacing the Entrance Road and related drainage systems and utilities as set forth in the Easement Agreement between the Association and Southwood Owners' Association, Inc., recorded in Official Records 2112, page 310, of the public records of St. Johns County, Florida. All such operation, maintenance, repair, and replacement expenses shall be Common Expenses and shall be charged to the owners of Condominium Parcels. Provided, however, that the expenses associated with elevators shall be borne equally by all Owners of second-floor Units in the building in which such elevators are located (for purposes of this Declaration, elevators shall be deemed to serve only second-floor Units in the buildings in which such elevators are located) and further provided that the expenses associated with Garage Limited Common Elements shall be borne equally by all Owners of Units to which such Garage Limited Common Elements are appurtenant.

**9.2 Units.** The Owner shall maintain, repair, and replace at his expense:

**9.2.1** His Unit and all related equipment and appurtenances ;

**9.2.2** Any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such Owner places or maintains in his Unit or Garage.

**9.2.3** Any and all equipment and appurtenances serving only his Unit, including without limitation all air conditioning and heating equipment, fans, pipes, wiring, ducts, fixtures and their connections required to provide water, light, power, air conditioning and heating, telephone, sewage, sanitary or other service to his Unit; and

**9.2.4** If a Garage Limited Common Element is appurtenant to his Unit, the garage door and automatic garage door opener and any and all interior walls, ceilings, floor surfaces, painting, decorating, furnishings, and all other accessories which such Owner places or maintains in the Garage.

Notwithstanding the obligation of Owners to maintain and repair the exterior doors and windows of the Units and the garage doors of Garage Limited Common Elements, the Association shall be responsible for painting the exterior of the Unit doors and Garage doors. The expense of painting Unit doors shall be a Common Expense, and the expense of painting the Garage doors shall be a Garage Limited Common Element Expense, as defined in Section 15.1. The Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible. The Owner shall promptly perform all maintenance and repair work within his Unit which, if omitted, would affect the Condominium or any part thereof and shall be expressly responsible for the damages and liability resulting from his failure to do so. In addition to the rights of the Association set forth in Section 9.5 below, the Association shall also have the right but no obligation to perform other maintenance and repairs on windows and Unit and Garage doors at the expense of the Owner of the Unit to which such window or door is a part or an appurtenance, as necessary to maintain a neat and attractive appearance.

**9.3 Alteration and Improvement.** Except as elsewhere reserved to the Developer, neither an Owner nor the Association shall make any additions or alterations to or remove any portion of a Unit that is to be maintained by the Association, or do anything that would jeopardize the safety or soundness of the building or impair any easement without obtaining the written approval of the Owners of all Units in the building, the Board of Administration and, unless all of the Units held by Developer for sale in the normal course of business have been sold and closed, the Developer. An Owner may not paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium building, his Unit or the Condominium Property. The Association shall determine the exterior color scheme of all buildings in the Condominium and shall be responsible for the maintenance thereof.

**9.4 Enforcement of Maintenance.** The Association shall have the irrevocable right of access to each Unit and Garage during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit. The Association shall also have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance and repair of doors, windows, screens, and other portions of the Unit that are visible from the exterior or which, if not repaired or maintained, would result in damage to other Units (in the event the Owner fails to perform such maintenance and repair as required by Section 9.2.1). Provided, however, nothing in this paragraph shall require the Association to maintain or repair any Unit.

The Association shall have the right to take any and all such steps as may be necessary to maintain, repair or replace such Common Elements or to prevent such damage including, but not limited to, entering the subject Unit with or without the consent of the Owner and repairing or maintaining any item requiring same. Alternatively, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions of this Section 9. Any expenses incurred by the Association to enforce the maintenance obligations of a Unit Owner shall be the responsibility of such Unit Owner.

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

**10. USE OF CONDOMINIUM PROPERTY.** The use of the Condominium Property shall be in accordance with the following provisions:

**10.1 Occupancy.** Each of the Units shall be occupied only as a dwelling by the Owner or Owners or their Tenants or Tenants, and their immediate family members, guests, and invitees. Garages may only be used for the parking of vehicles and storage of personal items and for no other purpose. Units may have no more than four occupants.

**10.2 Rental of Units.** Units may be rented, provided the occupancy is by no more than two (2) lessees and members of their immediate family and guests and provided the occupancy is for a minimum of seven (7) months. The tenant shall have all use rights in the Condominium Property and those Common Elements otherwise readily available for use generally by Owners and the Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the Owner as landlord set forth in Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of Condominium Property and Common Elements by an Owner and his lessee. No rooms may be rented and no transient tenants may be accommodated. No lease of a Condominium Parcel shall release or discharge the Owner thereof from compliance with this Section

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

**10.3 Rental of Garages.** Garages may be rented separately from Units, but may only be rented to Owners of Units or their tenants. No lease of a Garage shall release or discharge the Owner thereof from compliance with this Section or any of his other duties as a Owner. Time sharing and subleasing of Garages is prohibited.

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

**10.5 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**10.6 Rules and Regulations.** Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners upon request.

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

**10.8 Driveways and Walkways.** An Owner shall not place or cause to be placed in the driveways, walkways, stairwells, or in or on any other Common Elements any furniture, packages, equipment, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

**10.9 Parking.** No automobile parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including, but not limited to, trucks, motorcycles, recreational vehicles, motor homes, trailers, and boats, will be parked or placed upon such portions of the Condominium Property unless permitted by the Board of Administration. No parking space or Garage shall be used by any other person other than an occupant of the Condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. The Board of Administration shall have the right to adopt rules and regulations governing the use of parking spaces, including without limitation the right to assign parking spaces to Units.

**10.10 Pets.** No more than two (2) pets shall be allowed to be kept in any Unit. No pets may be kept in Garages. The weight of any pet may not exceed thirty-five (35) pounds. No pet shall be allowed that is dangerous or a nuisance to other Owners. All pets must be kept on a leash while outside the Owner's Unit, and the person with control over such pet shall be responsible for cleaning up after the pet in the Common Areas.

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

**10.12 Grills.** The use of gas or charcoal grills within Units (which term specifically includes without limitation the patios and balconies) and Garages is prohibited. Developer plans to provide charcoal grills as part of Phase F. The Developer or the Association may from time to time designate additional exterior portions of the Common Property for the use of gas or charcoal grills.

**10.13 Hurricane Shutters.** The Board of Administration shall adopt hurricane shutter specifications for each building within the condominium, which shall include the color, style, and other factors deemed relevant by the Board. Unit Owners must obtain the approval of the Board of Administration before installing hurricane shutters; however, the Board shall not refuse to approve the installation or replacement of hurricane shutters that conform to the specifications adopted by the Board.

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

**10.15 Additions, Alterations, or Improvements by Association.** Except as otherwise provided in Section 718.113(2), Florida Statutes, as amended from time to time, the Common Elements and Association Property may be materially altered or substantially added to in accordance with this section. Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, alterations, or improvements (in addition to the usual items of maintenance), and the making of such additions, alterations, or improvements shall have been approved in writing by a majority of the Owners and the Developer (if the Developer holds one or more Units for sale in the ordinary course of business), the Board of Administration shall proceed with such additions, alterations, or improvements and shall specially assess all Owners for the cost thereof as a Common Expense. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

**10.16 Developer's Use of Condominium Property.** Until the Developer has closed the sales of all of the Units of this Condominium, neither the Owners nor the Association nor the use of the Condominium Property by any person or entity shall interfere with the sales of all Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

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

**10.18 Right of Entry for Maintenance of Common Elements.** Whenever it is necessary to enter any Unit or Garage for the purpose of performing any maintenance, or repair to any portion of the Common Elements, the Owner of each Unit shall permit an agent of the Association to enter such Unit or Garage for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

**11. EASEMENTS.** The Developer hereby creates for the benefit of the Condominium Property and reserves for itself the following perpetual non-exclusive easements, each of which is a covenant running with the Land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and united use and purpose, and shall survive the termination of the Condominium and the exclusion of any Lands from the Condominium:

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

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

**11.3 Perpetual Non-Exclusive Easement in Common Elements.** Over the Common Elements in favor of all of the Owners of Units in the Condominium for their use and the use of their guests for all proper and normal purposes, and for the furnishing of services and facilities for the enjoyment of said Owners. Such easement shall be perpetual and nonexclusive.

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

**11.5 Easements for Encroachments.** For encroachments into the Common Elements by any Unit, provided that such encroachment is not caused by the purposeful or negligent act of an Owner; and for encroachments into a Unit by the Common Elements. Such easements shall exist for the continuance of such encroachments for so long as they may naturally exist.

**11.6 Easement for Overhangs.** For overhanging troughs, gutters, or down spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units or any of them.

**11.7 Easement for Air Space of Common Elements.** For the use of the area and air space occupied by the air conditioning compressor and appurtenant equipment situated within the Common Elements but exclusively serving a Unit. Such easement shall be extinguished upon the permanent removal of such equipment, but the removal of the equipment for repair or replacement shall not be construed as permanent removal.

**11.8 Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Elements; and for the vehicular traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such use.

**11.9 Easements for Access and Utilities.** The Developer and the Association shall have an easement for ingress and egress to and from U.S. Highway 1 over and across Southwood Lake Drive, and for drainage, as described in Section 9.1

In addition to the foregoing easements, the Developer hereby reserve for itself and its successors and assigns a nonexclusive easement for pedestrian and vehicular access over and across the walks, drives, streets and parking areas within the Condominium Property; a nonexclusive easement for the installation of utilities over, across, and under the Condominium Property; and a nonexclusive easement to drain surface water runoff into any future pond within the Condominium Property. Such easements shall be for the benefit of the Condominium Property and to facilitate the construction of future phases of the condominium.

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

**12. ASSOCIATION.** In order to provide for the proficient and effective administration of the Condominium by the Owners of Condominium Parcels, a non-profit corporation known and designated as Belle Haven of St. Augustine Condominium Association, Inc., has been organized under the laws of the State of Florida. This corporation shall operate and manage the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration of Condominium and the Association's By-Laws and Rules and Regulations as promulgated by the Association from time to time.

**12.1 Restraint Upon Assignment of Shares in Assets.** The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Unit.

**12.2 Membership.** All record Owners of all Condominium Parcels shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. There shall be one membership for each Condominium Parcel, and, if there is more than one record Owner of a Condominium Parcel, then such membership shall be divided among such Owners in the same manner and proportion as their legal interest in the Condominium Parcel. Membership shall be established by acquisition of ownership of legal title to a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of this Declaration, and by the recordation in the public records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby. The new Owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior Owner as to the parcel designated shall be terminated.

**12.3 Voting.** On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Condominium Parcel. Where a Condominium Parcel is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the Owners thereof shall be collectively entitled to the vote assigned to such condominium Parcel and such Owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such condominium Parcel until such authorization is changed in writing. The term "Owner" as used herein shall be deemed to include the Developer.

**13. INSURANCE.** At the expense of the owners of Condominium Parcels, the Association shall procure and maintain casualty and liability insurance on the Condominium and insurance or fidelity bonding of all persons who control or disburse funds of the Association. Such insurance shall be governed by the following provisions:

**13.1 Authority to Purchase.** All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Owners.

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

Each Owner, by acceptance of a deed conveying a Condominium Parcel, hereby appoints the Association or any Insurance Trustee designated by the Association as attorney-in-fact

for the purpose of purchasing and maintaining such insurance, collecting and disposing of the proceeds thereof, negotiating losses and executing releases of liability, executing all documentation, and the performance of all other acts necessary to accomplish such purpose.

**13.3 Casualty Coverage.** All buildings and improvements comprising the Condominium are to be insured in an amount equal to the maximum insurable replacement value, excluding land, foundation and excavation costs, as determined annually by the Board of Administration, and all such insurance must be obtained, if possible, from the same company. Such coverage shall, at a minimum, provide protection against:

**13.3.1** Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

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

**13.3.2.1** The maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or

**13.3.2.2** One hundred percent (100%) of the current "replacement cost" of all such buildings and other insurable property within such area.

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

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

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

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

**13.4 Officers and Agents Coverage.** The Association shall maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, including without limitation those individuals authorized to sign checks on behalf of the Association and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.



**13.5 Premiums.** Premiums for insurance policies purchased by the Association pursuant to this section shall be paid by the Association and shall be a Common Expense.

**13.6 Proceeds.** All insurance policies purchased by the Association under this Section shall be for the benefit of the Association and the owners and mortgagees of Condominium Parcels, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to the Insurance Trustee designated by the Association as provided herein.

**13.6.1 Common Elements.** Proceeds on account of Common Elements shall be held in as many undivided shares as there are Units in the Condominium, the shares of each Owner being the same as his share in the Common Elements, as same are hereinabove stated.

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

**13.6.2.1 Partial Destruction.** When a building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner.

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

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

**13.8 Owner's Obligations.** Each Owner shall, at his expense, purchase public liability insurance to protect himself against claims due to accidents within his Unit and Garage, if applicable, and casualty insurance on the floor coverings, wall coverings, ceiling coverings, and contents of said Unit and Garage. All such insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same loss without rights of subrogation against the Association.

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

**13.10 Escrow for Insurance Premiums.** Any Institutional First Mortgagee holding a mortgage upon a Condominium Parcel shall have the right to cause the Association to create and maintain an escrow account in the Association's name for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such Institutional First Mortgagee or Institutional First Mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor, so that there shall be on deposit in said escrow account, at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. Such escrowed funds shall not be commingled with any other funds of the Association.

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

If two or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.

**14. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION.**

**14.1 Condemnation Award.** The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Owner hereby appoints the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for Owners and their first mortgage holders as their interests may appear.

**14.2 Reconstruction or Repair after Casualty or Condemnation.**

**14.2.1 Units.**

**14.2.1.1 Substantial Loss.** Substantial loss, damage, or destruction as the term is herein used shall mean any loss, damage, or destruction sustained which renders more than fifty percent (50%) of the Units in the Condominium uninhabitable.

If substantial loss, damage, or destruction shall be sustained, the Condominium shall be terminated unless the owners of two-thirds (2/3) of the owners of Units in the damaged building or buildings, a majority of the owners of the Units in the other buildings, if any, and a majority of the holders of first mortgages on Units in the Condominium agree in writing that the damaged property shall be repaired or reconstructed, or unless repair or reconstruction is required as a condition of payment under any policy of casualty insurance covering such loss.

**14.2.1.2 Less than Substantial Loss.** In the event damage sustained to the improvements is less than substantial as defined above, such damage shall be repaired unless all of the Owners and first mortgage holders agree to terminate the Condominium in accordance with the procedure set forth in Section 18. Any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty, must be substantially in accordance with the plans and specifications for the construction of the original building, and shall be commenced and completed as expeditiously as reasonably possible. In no event shall any reconstruction or repair change the

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

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

The first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association;

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

**14.2.2 Common Elements.** Damage to the Common Elements shall be repaired unless the Condominium is to be terminated as provided in this section and Section 18.

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

**15. COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS.** The making and collecting of assessments against Owners for Common Expenses of the Condominium shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

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

Any Condominium Common Surplus of the Condominium shall be owned by each of the Owners in the same proportion as their percentage liability for Common Expenses. There shall be no share of Common Expenses or Common Surplus associated with a Garage Limited Common Elements; provided, however, that Units to which a Garage Limited Common Element is appurtenant shall bear a proportionate share of the cost of operating and maintaining the Garage Limited Common Elements ("Garage Limited Common Element Expense"). Such proportionate share shall be determined by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Garages in the Condominium.

**15.2 Determination.** The Board of Administration shall propose annual budgets, including a Common Expense budget and a Garage Limited Common Expense budget, in advance for each fiscal year. These budgets shall contain estimates of the cost of performing the functions of the Association and of the cost of operating the Condominium. The Common Expense of the Condominium shall include, without limitation, the estimated amounts necessary for maintenance and operation of the Common Elements, replacement reserves, casualty insurance, liability insurance, and administration salaries. The failure of the Board of Administration to include any item in the annual budget shall not preclude it from levying an additional Assessment in any calendar year for which the budget has been projected. In determining the Common Expenses, the Board of Administration may provide for a contingency account not to exceed fifteen percent (15%) of the total projected Common Expenses for the year.

Any meeting at which a proposed annual budget will be considered by the Board or Owners shall be open to all Owners. At least fourteen (14) days prior to such a meeting, the Board shall hand deliver to each Owner, or mail to each Owner at the address last furnished to the Association by the Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

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

**15.3 Special Assessments.** Special Assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs, or replacement of Condominium Property and infrequently recurring items of maintenance. The Board is also authorized to levy special assessments against Units to which Garage Limited Common Elements are appurtenant for expenses associated with the Garage Limited Common Elements, subject to the restrictions set forth in this section. However, any Special Assessments which are not connected with an actual operating, managerial, or maintenance expense of the Condominium shall not be levied pursuant to this Section without the prior approval of the members owning a majority of the Condominium Parcels.

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

**15.5 Interest, Late Fees and Application of Payments.** The Owner of each Condominium Parcel shall be personally liable to the Association for payment of all Assessments, whether regular or special, and for all costs of collecting delinquent Assessments. In the case of more than one record owner of legal title to a Condominium Parcel, each such owner shall be jointly

and severally liable with the other owners for the payment of such Assessments. Assessments and installments on such Assessments paid on or before thirty (30) days after the date when due shall not bear interest but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. In addition, a late fee not to exceed the greater of \$25.00 or five percent (5%) of the Assessment installment shall be charged and collected when any Assessment installment is not paid on or before thirty (30) days after the date when due. All payments upon account shall be first applied to interest, late fees, costs and attorneys' fees incurred in collection, and then to the Assessment payment first due.

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

**15.7 Collection and Foreclosure.** The Board of Administration may take such action as it deems necessary to collect Assessments, including bringing an action for damages against the Owner or by enforcing and foreclosing its lien, and may settle and compromise same if in the best interests of the Association. The Association's lien for Assessments described in Section 15.6 shall be enforced and foreclosed in the manner provided for by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a lawsuit to foreclose an Assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced.

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

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

**15.10 Developer's Obligation to pay Assessments.** As provided by Section 718.116(9)(a)(2), Florida Statutes, the Developer shall be excused from payment of the Common Expenses and Assessments related thereto on Condominium Parcels it owns until December 31, 2012, or the date by which ninety percent (90%) of the Units in all phases that have been added to the Condominium by the recording of an amendment to this Declaration have been conveyed by the Developer to a third party (which term shall exclude a successor developer or person holding a unit or units for purposes of resale), whichever occurs first ("the Guarantee Period"). The Developer may extend the Guarantee Period for two additional one-year periods. During the Guarantee Period the Developer guarantees that the monthly Assessments shall not exceed \$375.00 and obligates itself to pay any amount of Common Expenses incurred during the Guarantee Period and not produced by the Assessments at the guaranteed level receivable from other Owners.

**16. COMPLIANCE AND DEFAULT.** Each Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles and By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time (collectively "the Governing Documents") and the Condominium Act, as they may be amended from time to time. Failure of Owners to comply therewith shall entitle the Association or other Owners to relief as set forth in this section in addition to the remedies provided by the Condominium Act.

**16.1 Remedies for Violations.** In the event that an Owner or occupant violates or breaches any provisions of the Governing Documents or the Condominium Act, as they may be amended from time to time, the Association, the members thereof, an Institutional First Mortgagee, or any of them severally shall have the right to proceed at law for damages or in equity to compel compliance with the terms of those documents to prevent the violation or breach of any of them, or for such relief as may be appropriate. This right shall be in addition to the other remedies set forth in this Declaration.

**16.2 Fines.** The Association may levy reasonable fines as permitted by the Florida Condominium Act for failure of Owner of a Condominium Parcel or the occupant of a Unit to comply with any provision of the Declaration, the By-Laws or the reasonable rules of the Association, as they may be amended from time to time.

**16.3 Costs and Attorneys' Fees.** In any proceeding arising out of an Owner's failure to comply with or violation of the terms of the Governing Documents or the Condominium Act, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, as may be awarded by the court at all levels of the proceedings.

**16.4 No Waiver of Rights.** The failure of the Association or any Owner to enforce a covenant, restriction, or other provision of the Governing Documents or the Condominium Act as they may be amended from time to time shall not constitute a waiver of the right to do so thereafter. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any first mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof. Notwithstanding the foregoing, the rights and remedies herein granted to the Developer, the Association, and the Owner or Owners of any Condominium Parcel may be enforced against the Owner of the part of said Condominium Parcel subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions of the Governing Documents and the Condominium Act, as they may be amended from time to time.

**17. AMENDMENT OF DECLARATION.** Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

**17.1 Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered in accordance with the requirements of Section 718.110(1)(b), Florida Statutes, as amended from time to time and, if required by Section 18, shall be sent to holders, insurers, or guarantors of first mortgages in accordance with that section.

**17.2 Resolution of Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members of the Association. Except where elsewhere provided, approval of a proposed amendment must be by no less two-thirds percent (2/3%) of the votes of the entire membership of the Board of Administration and by not less than two-thirds percent (2/3%) of the votes of the entire membership of the Association.

**17.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Owners.** A resolution adopting a proposed amendment may be proposed by either the Board of Administration or members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium or any exhibit or amendment to this Declaration. Approval of such resolution must be by no less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

**17.4 Amendment by Developer.** Notwithstanding anything to the contrary contained in the Declaration, the Developer expressly reserves the right to amend the Declaration

without the consent of the Owners, provided such amendment does not change the configuration or size of any Unit in any material fashion; materially alter or modify the appurtenances to any Unit; change the proportion or percentage by which the Owner shares the Common Expenses and owns the Common Surplus of the Condominium; or permit timeshare estates to be created in any Unit. An amendment by the Developer shall be evidenced by recording a written amendment to the Declaration in the public records of St. Johns County, Florida, that complies with the requirements of Section 718.110(1)(b), Florida Statutes (2002), as it may be amended from time to time. Amendments authorized by this section need be executed and acknowledged only by the Developer and need not be approved by the Association, Owners, lienors, or mortgagees of Condominium Parcels, whether or not elsewhere required for amendments.

**17.5 Unanimous Consent by Owners and Mortgagees.** All Owners so affected and their Institutional Mortgagees must consent to any amendment which:

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

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

**17.5.3** Would be prohibited by FNMA or FHLMC.

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

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

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

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

**18. NOTICE TO MORTGAGEES.** The Association shall provide a holder, insurer, or guarantor of Institutional First Mortgage who has registered its name with the Association as provided in this Declaration, upon written request of such holder, insurer, or guarantor (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), at least one copy of the annual financial statement or report of the Association, and timely notice of the following:

**18.1** Any proposed amendment of the Condominium documents affecting a change in:

**18.1.1** The boundaries of any Unit or the exclusive easement rights appertaining thereto;

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

**18.1.3** The number of votes in the Association appertaining to any Condominium Parcel; or

**18.1.4** The purposes to which any Unit or the Common Elements are restricted;

**18.2** Any proposed termination of the Condominium;

**18.3** Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is an Institutional First Mortgage;

**18.4** Any delinquency in the payment of Assessments or charges owed by an Owner of a Condominium Parcel that is subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

**18.5** Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

**18.6** Any proposed action that would require the consent of a specified percentage of Institutional First Mortgagees.

**19. TERMINATION.**

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

**19.1.1 Substantial Loss.** In the event that it is determined as provided in Section 14 that the Condominium shall not be reconstructed because of substantial loss, the condominium plan of ownership for the Condominium will be thereby terminated without the necessity of agreement or approval by the membership.

**19.1.2 Agreement.** The Condominium may be terminated by the approval, in writing, by a vote of all of the members of the Association and all holders of first mortgages on Condominium Parcels.

**19.2 Certificate.** The termination of the Condominiums in either of the foregoing manners shall be evidenced by a written instrument of the Association, executed by all members and certified by the President and Secretary as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

**19.3 Shares of Owners After Termination.** After termination of the Condominium, Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners.

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



to the Owners shall be paid out of the proceeds of said sale. The remaining balance (the "net proceeds of sale") shall be distributed to the Owners as follows:

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

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

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

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

**19.5 Effect of Termination.** After the certificate described in Section 19.2 has been recorded, all Owners have conveyed their interests in the Condominiums to the Association, and the Association has conveyed all of the property to a purchaser, the title to said property shall thereafter be free and clear of all restrictions, reservations, covenants, conditions, and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

**19.6 Amendments.** Notwithstanding anything to the contrary contained in this Declaration, this section concerning termination cannot be amended without the consent of two-thirds (2/3) of the Owners.

**20. RESPONSIBILITY OF OWNERS.** The Owner of each Condominium Parcel shall be governed by and shall comply with the provisions of the Governing Documents and the Condominium Act, as they may be amended from time to time.

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

## **21. CONSTRUCTION.**

**21.1 Severability and Invalidity.** The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted or as amended, violates the rule against perpetuities or any other

rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but, instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

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

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

**21.4 Intent.** The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a residential condominium in accordance with Chapter 718, Florida Statutes, as may be amended from time to time.

**IN WITNESS WHEREOF**, the Developer, Eastwood of St. Augustine, L.L.C., has caused this Declaration of Condominium to be executed this 27<sup>th</sup> day of FEBRUARY, 2004.

Witness:

Eastwood of St. Augustine, L.L.C.,  
a Florida limited liability company,

*Sharon Phillips*  
Name: Sharon Phillips  
*Victoria P. Gard*  
Name: VICTORIA P. GARD

By: *[Signature]*  
Elizabeth Robins  
Its managing member

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of FEBRUARY, 2004, by Elizabeth Robins, managing member of Eastwood of St. Augustine, L.L.C., a Florida limited liability company, on behalf of the company. She is personally known to me.

*Victoria P. Gard*  
Notary Public



Victoria P. Gard  
MY COMMISSION # CC938909 EXPIRES  
June 1, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 406

LEGAL DESCRIPTION: PHASE A

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE AND THE POINT OF BEGINNING;

THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°16'51", AN ARC DISTANCE OF 80.06 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°18'02" EAST, 80.00 FEET; THENCE SOUTH 77°04'57" WEST, A DISTANCE OF 109.75 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 59.01 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 22.33 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 80.67 FEET; THENCE SOUTH 77°04'33" WEST, A DISTANCE OF 74.55 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 109.52 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 183.25 FEET; THENCE NORTH 04°33'57" EAST, A DISTANCE OF 97.60 FEET; THENCE NORTH 78°24'20" WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 20°43'28" WEST, A DISTANCE OF 17.44 FEET; THENCE NORTH 58°34'03" WEST, A DISTANCE OF 37.36 FEET; THENCE NORTH 26°07'50" WEST, A DISTANCE OF 46.44 FEET; THENCE NORTH 00°41'31" EAST, A DISTANCE OF 24.34 FEET; THENCE NORTH 34°56'47" EAST, A DISTANCE OF 28.96 FEET; THENCE NORTH 15°46'54" WEST, A DISTANCE OF 22.85 FEET; THENCE NORTH 58°02'22" WEST, A DISTANCE OF 26.18 FEET; THENCE NORTH 10°52'29" WEST, A DISTANCE OF 37.62 FEET; THENCE NORTH 24°22'46" WEST, A DISTANCE OF 38.76 FEET; THENCE NORTH 61°52'04" EAST, A DISTANCE OF 47.84 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'58", AN ARC DISTANCE OF 109.92 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°21'36" EAST, 109.67 FEET; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 303.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 80,224 SQUARE FEET OR 1.84 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
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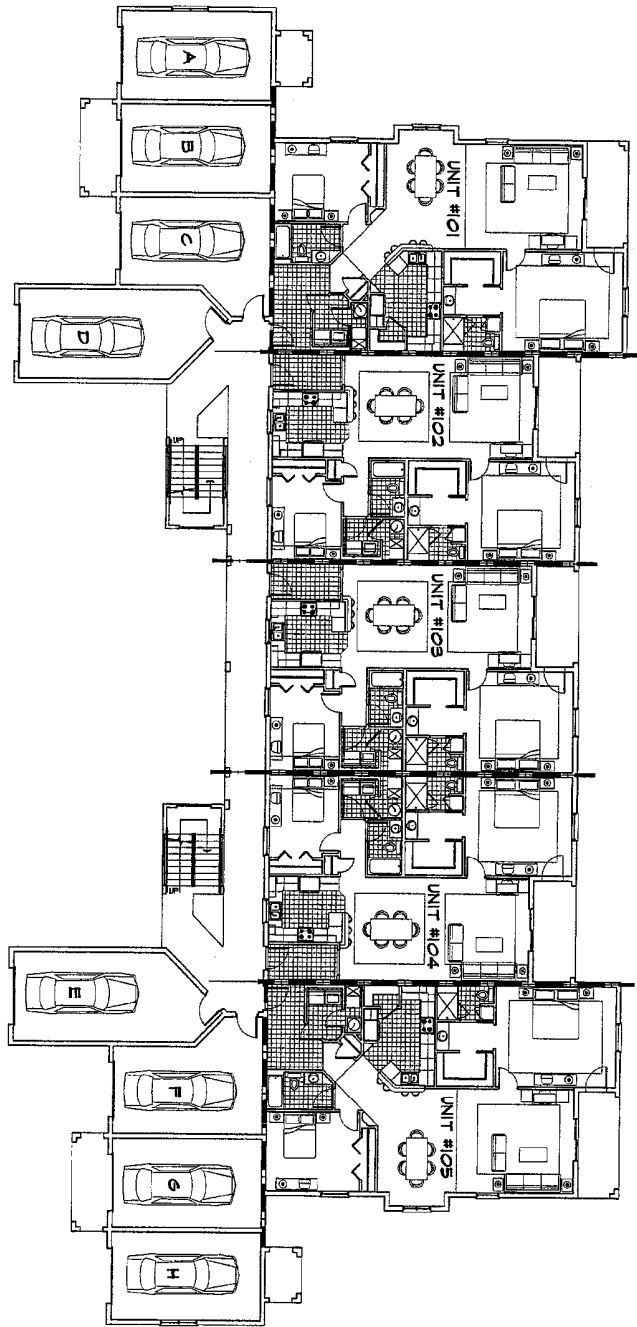
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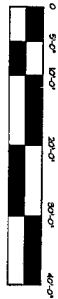


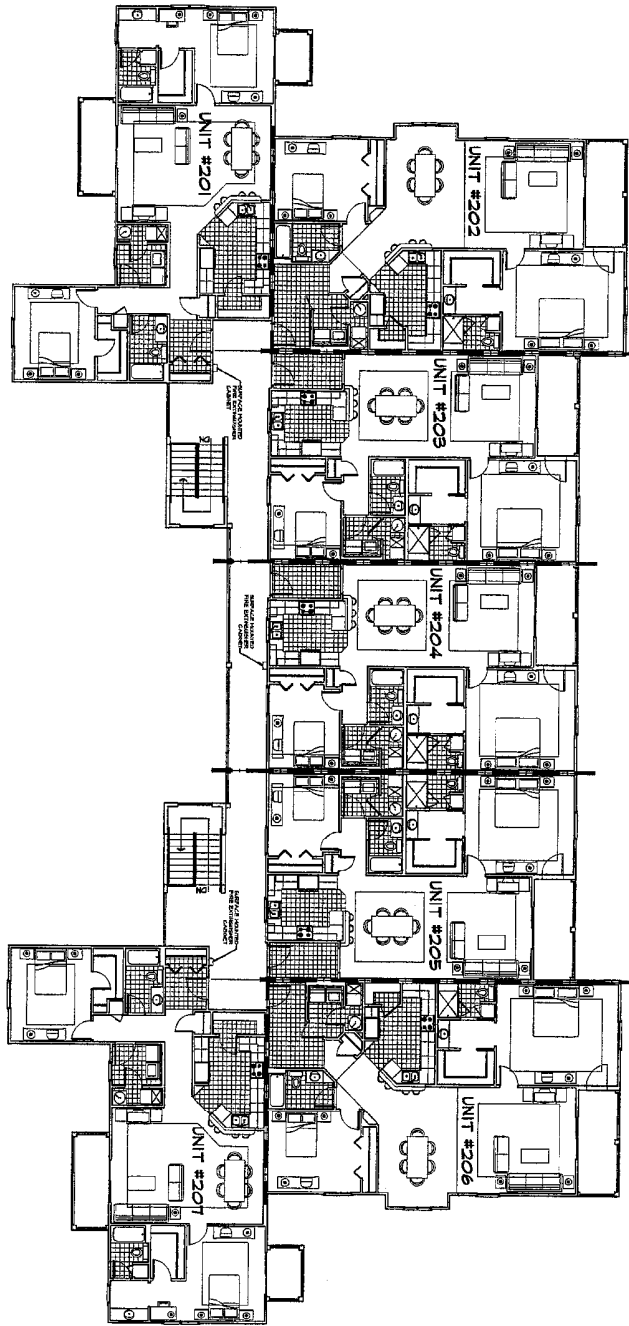


BUILDING TYPE 'I' FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

UNIT 'A' - FIRST FLOOR  
A/C AREA - 1421 SQ.FT.  
PATIO AREA - 127 SQ.FT.  
1458 SQ.FT.

UNIT 'B' - FIRST FLOOR  
A/C AREA - 1373 SQ.FT.  
PATIO AREA - 128 SQ.FT.  
1501 SQ.FT.





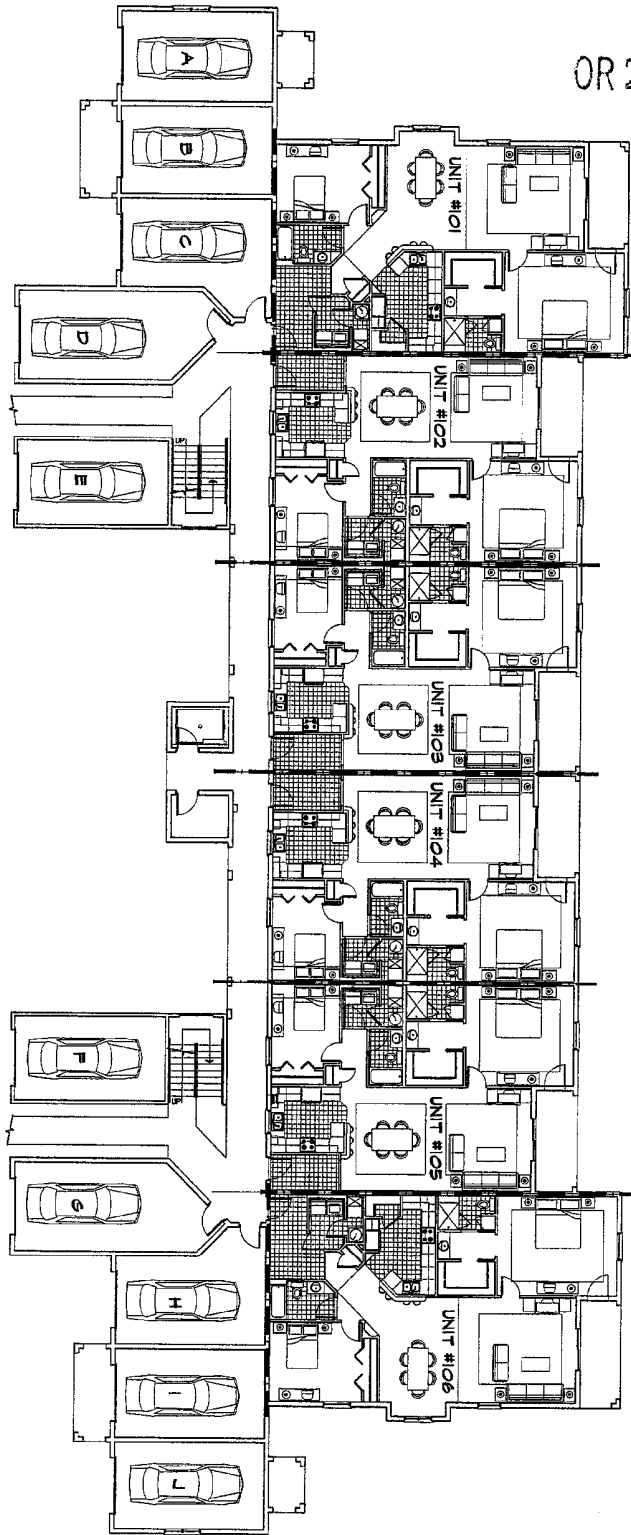
BUILDING TYPE II - SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

UNIT 'A' - SECOND FLOOR PLAN  
A/C AREA — 111 SQ. FT.  
BALCONY AREA — 1603 SQ. FT.

UNIT 'B' - SECOND FLOOR PLAN  
A/C AREA — 1288 SQ. FT.  
BALCONY AREA — 1388 SQ. FT.

UNIT 'C' - SECOND FLOOR PLAN  
A/C AREA — 1394 SQ. FT.  
BALCONY AREA — 1481 SQ. FT.



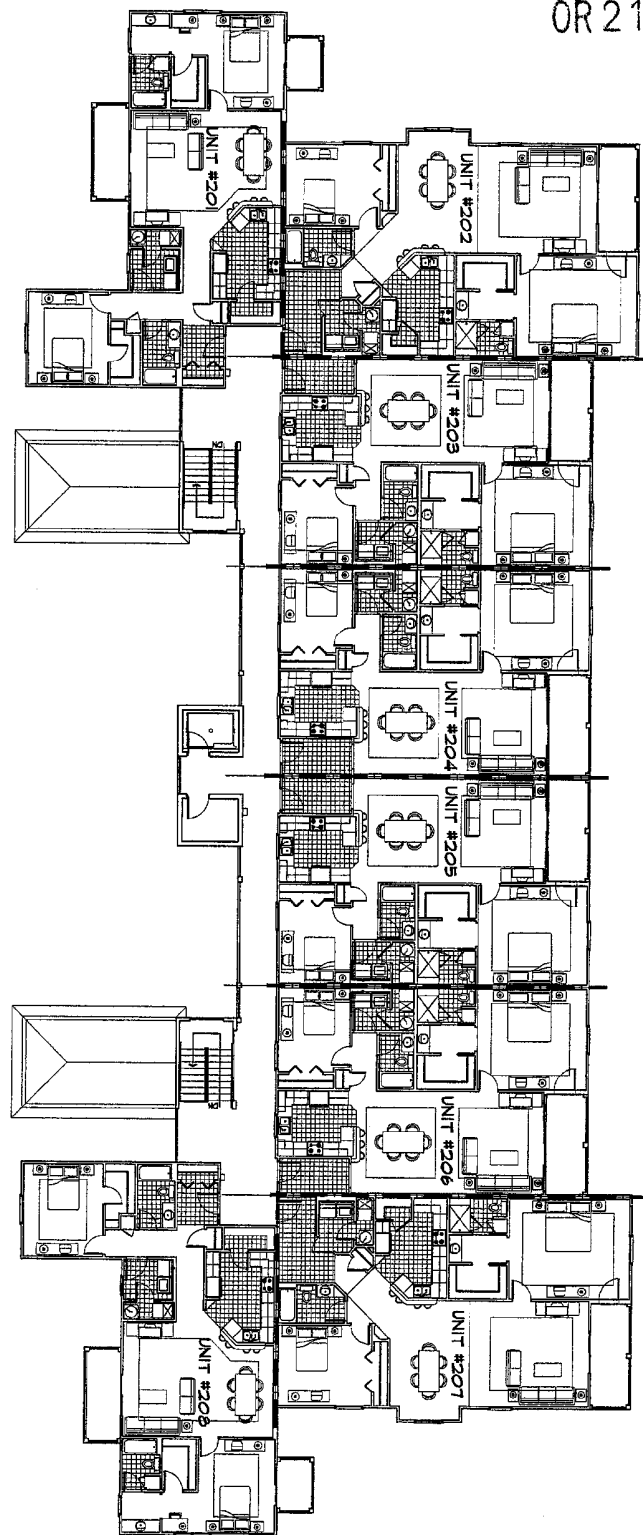


SCALE: 1/8" = 1'-0"  
BUILDING TYPE III FIRST FLOOR PLAN

UNIT 'A' - FIRST FLOOR  
A/C AREA - 124 SQ. FT.  
PATIO AREA - 42 SQ. FT.  
166 SQ. FT.

UNIT 'B' - FIRST FLOOR  
A/C AREA - 172 SQ. FT.  
PATIO AREA - 66 SQ. FT.  
238 SQ. FT.





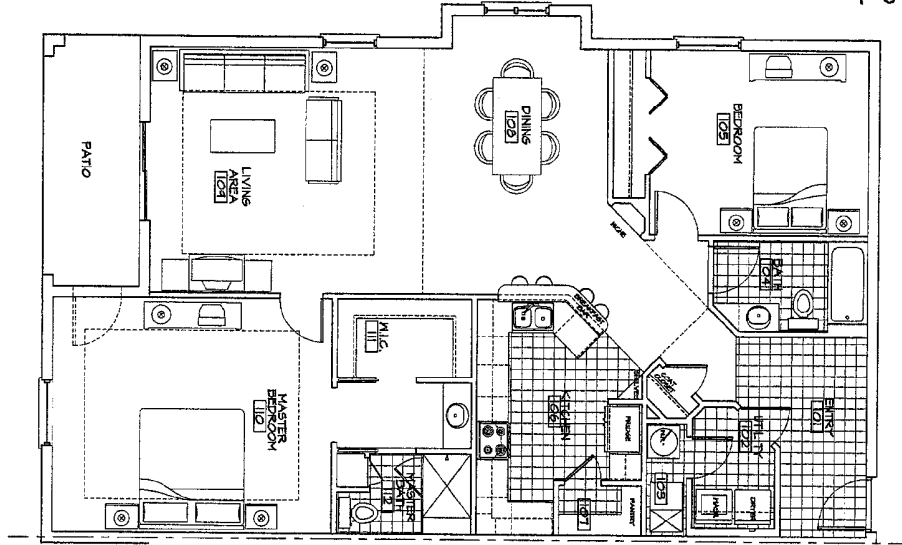
BUILDING TYPE "I" SECOND FLOOR PLAN  
SCALE: 1/8"=1'-0"

UNIT A' - SECOND FLOOR PLAN		UNIT B' - SECOND FLOOR PLAN		UNIT C' - SECOND FLOOR PLAN	
A/C AREA	1311 SQ.FT.	A/C AREA	1263 SQ.FT.	A/C AREA	1344 SQ.FT.
BALCONY AREA	122 SQ.FT.	BALCONY AREA	402 SQ.FT.	BALCONY AREA	119 SQ.FT.
	1433 SQ.FT.		1765 SQ.FT.		1463 SQ.FT.

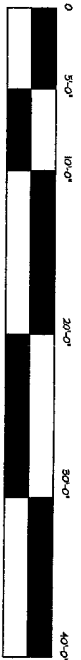
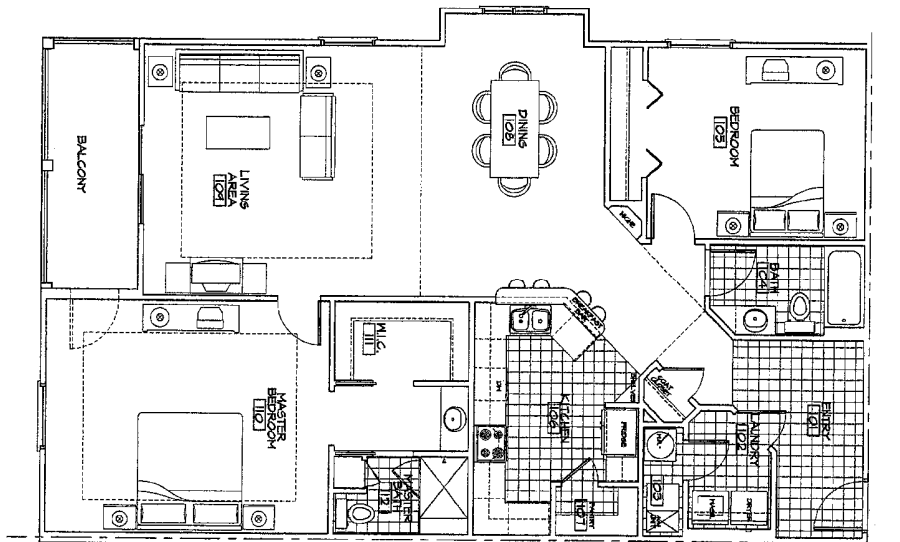




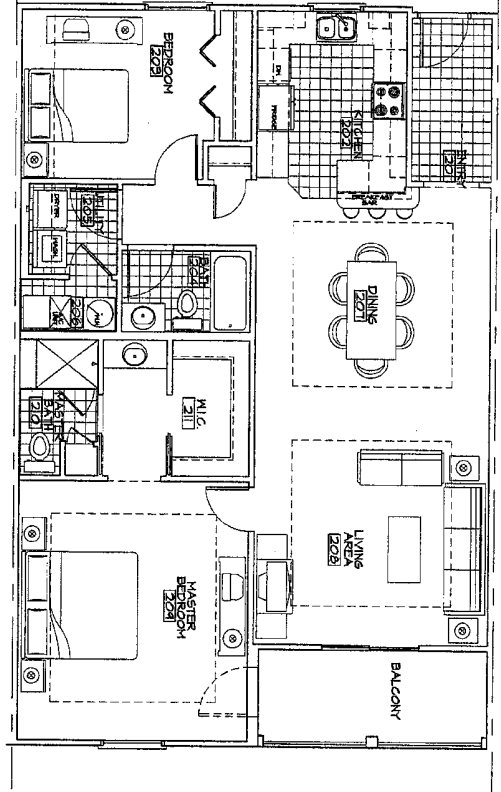
UNIT TYPE 'A1' FLOOR PLAN 1st FLOOR



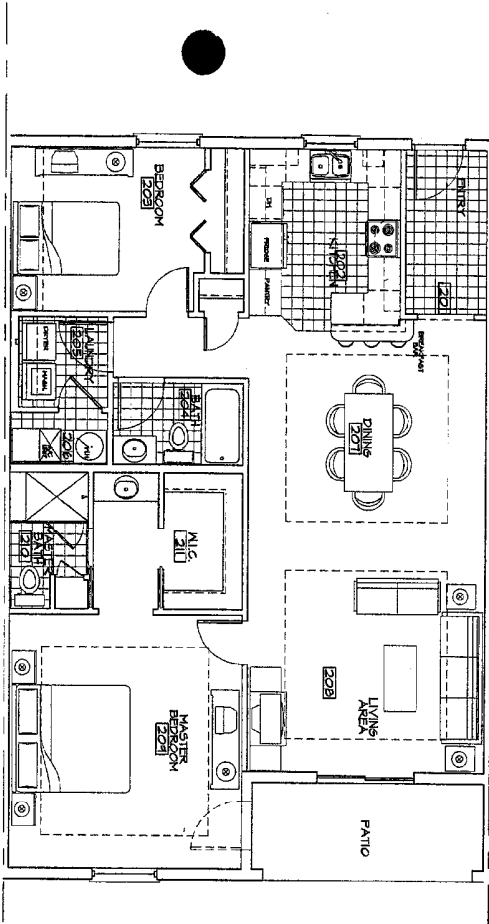
UNIT TYPE 'A2' FLOOR PLAN 2nd FLOOR



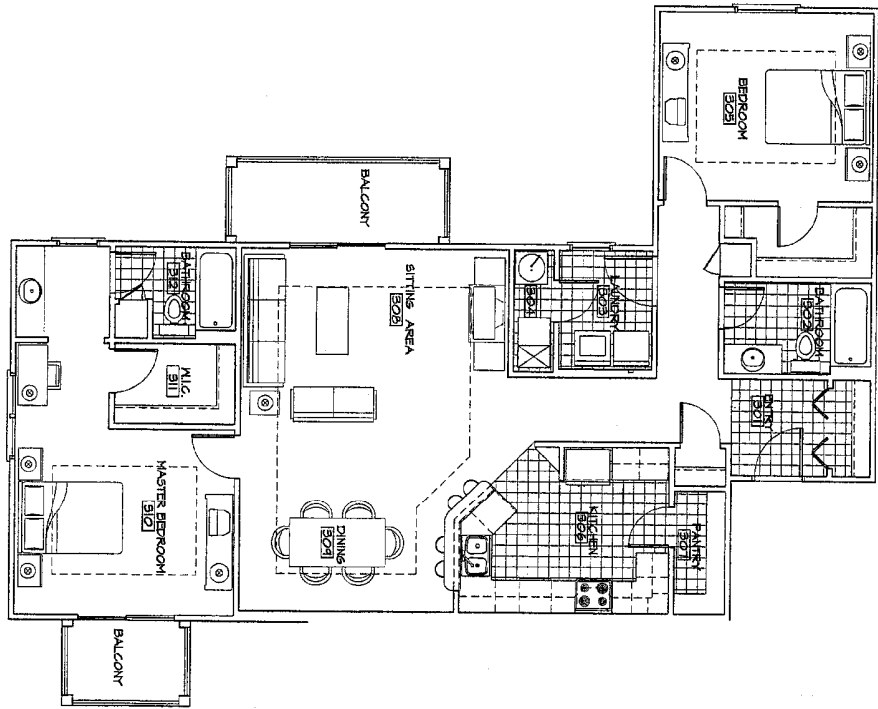
OR2170pg 413



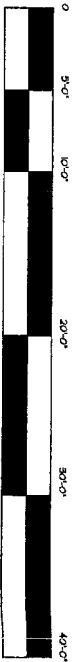
UNIT TYPE 'B2' FLOOR PLAN 2ND FLOOR



UNIT TYPE 'B1' FLOOR PLAN 1st FLOOR



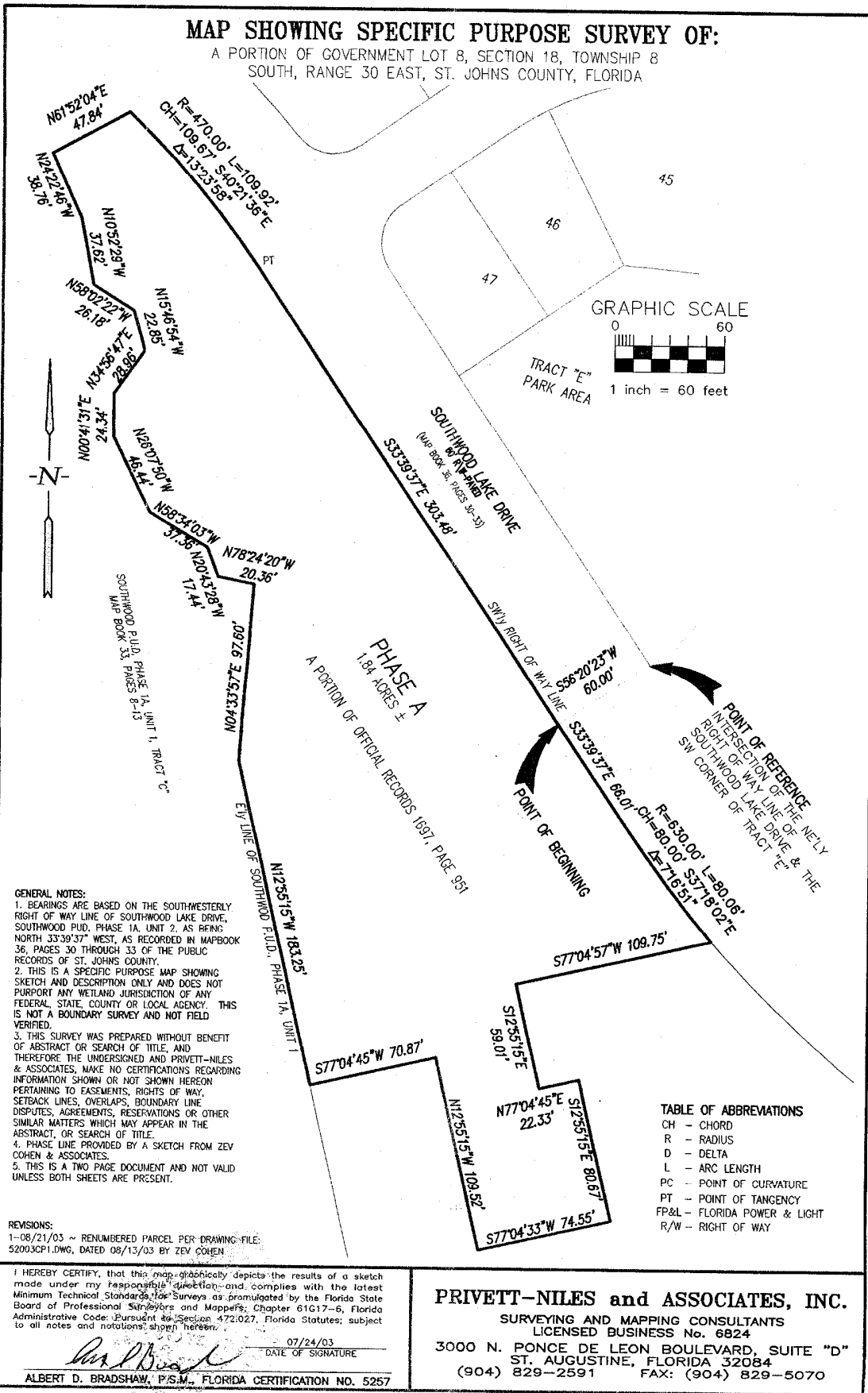
UNIT TYPE 'C' FLOOR PLAN





**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA



**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD P.L.D., PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**

- 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE: 52003CP1.DWG, DATED 08/13/03 BY ZEY COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
DATE OF SIGNATURE  
*Albert D. Bradshaw*  
ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 416

LEGAL DESCRIPTION: PHASE A

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°16'51", AN ARC DISTANCE OF 80.06 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°18'02" EAST, 80.00 FEET; THENCE SOUTH 77°04'57" WEST, A DISTANCE OF 109.75 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 59.01 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 22.33 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 80.67 FEET; THENCE SOUTH 77°04'33" WEST, A DISTANCE OF 74.55 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 109.52 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 70.87 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 183.25 FEET; THENCE NORTH 04°33'57" EAST, A DISTANCE OF 97.60 FEET; THENCE NORTH 78°24'20" WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 20°43'28" WEST, A DISTANCE OF 17.44 FEET; THENCE NORTH 58°34'03" WEST, A DISTANCE OF 37.36 FEET; THENCE NORTH 26°07'50" WEST, A DISTANCE OF 46.44 FEET; THENCE NORTH 00°41'31" EAST, A DISTANCE OF 24.34 FEET; THENCE NORTH 34°56'47" EAST, A DISTANCE OF 28.96 FEET; THENCE NORTH 15°46'54" WEST, A DISTANCE OF 22.85 FEET; THENCE NORTH 58°02'22" WEST, A DISTANCE OF 26.18 FEET; THENCE NORTH 10°52'29" WEST, A DISTANCE OF 37.62 FEET; THENCE NORTH 24°22'46" WEST, A DISTANCE OF 38.76 FEET; THENCE NORTH 61°52'04" EAST, A DISTANCE OF 47.84 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°23'58", AN ARC DISTANCE OF 109.92 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°21'36" EAST, 109.67 FEET; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 303.48 FEET TO THE POINT OF BEGINNING.

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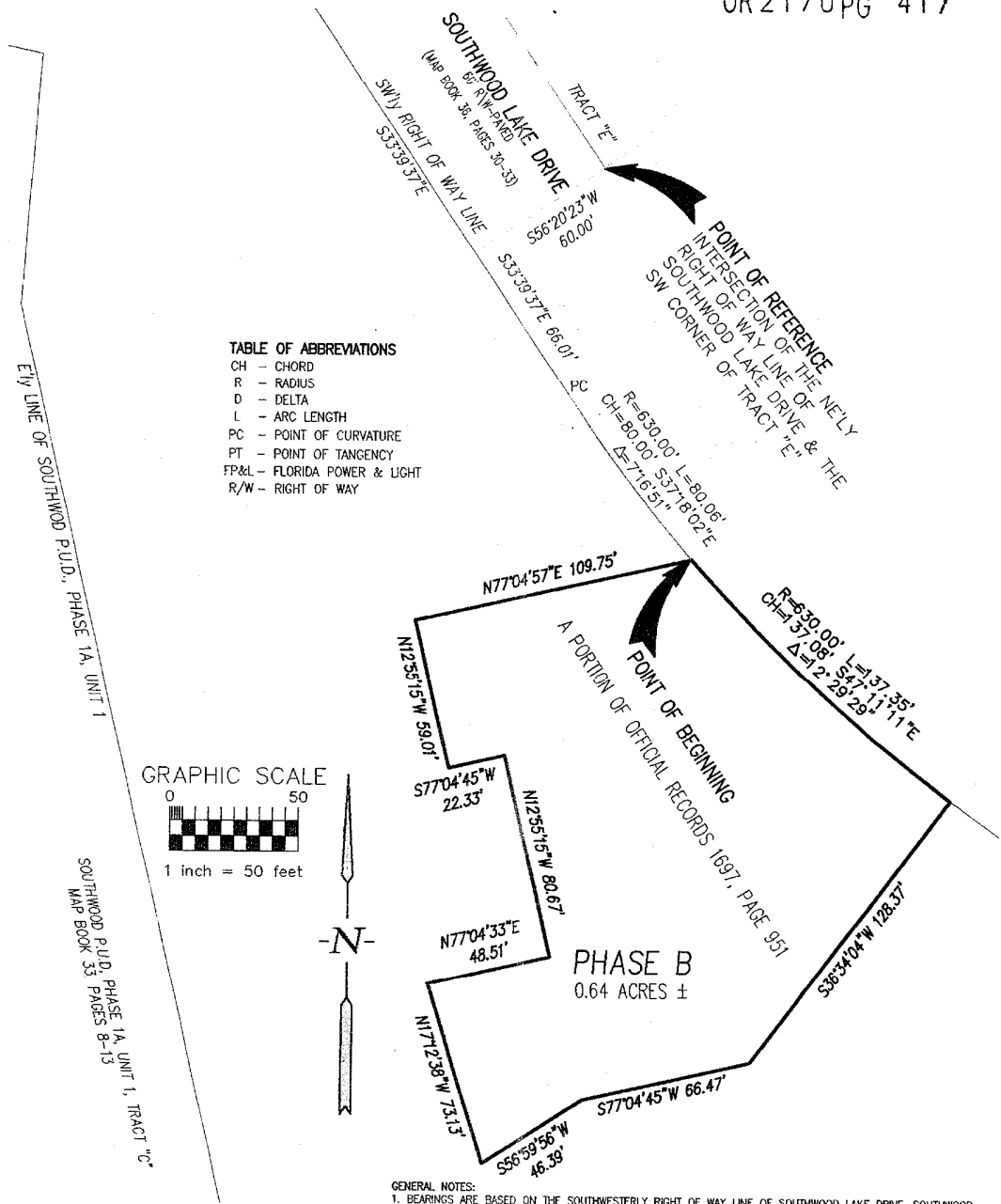
PROJECT NO. 600-004 DRAWING NO: 600004MF-SD.dwg (MF-A)

SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

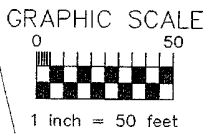
A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 417



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY



- GENERAL NOTES:**
1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37\"/>

**REVISIONS:**  
1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
S2003CP1.DWG, DATED 08/13/03 BY ZEV COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.927, Florida Statutes; subject to all notes and conditions shown hereon.

07/24/03  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

PROJECT NO. 600-004

DRAWING NO: 600004MF.dwg (MF-B)

SHEET 1 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 418

LEGAL DESCRIPTION: PHASE B

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°16'51", AN ARC DISTANCE OF 80.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°18'02" EAST, 80.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'29" AN ARC DISTANCE OF 137.35 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°11'11" EAST, 137.08 FEET, THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET; THENCE SOUTH 56°59'56" WEST, A DISTANCE OF 46.39 FEET; THENCE NORTH 17°12'38" WEST, A DISTANCE OF 73.13 FEET; THENCE NORTH 77°04'33" EAST, A DISTANCE OF 48.51 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 80.67 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 22.33 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 59.01 FEET; THENCE NORTH 77°04'57" EAST, A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,907 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

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PROJECT NO. 600-004

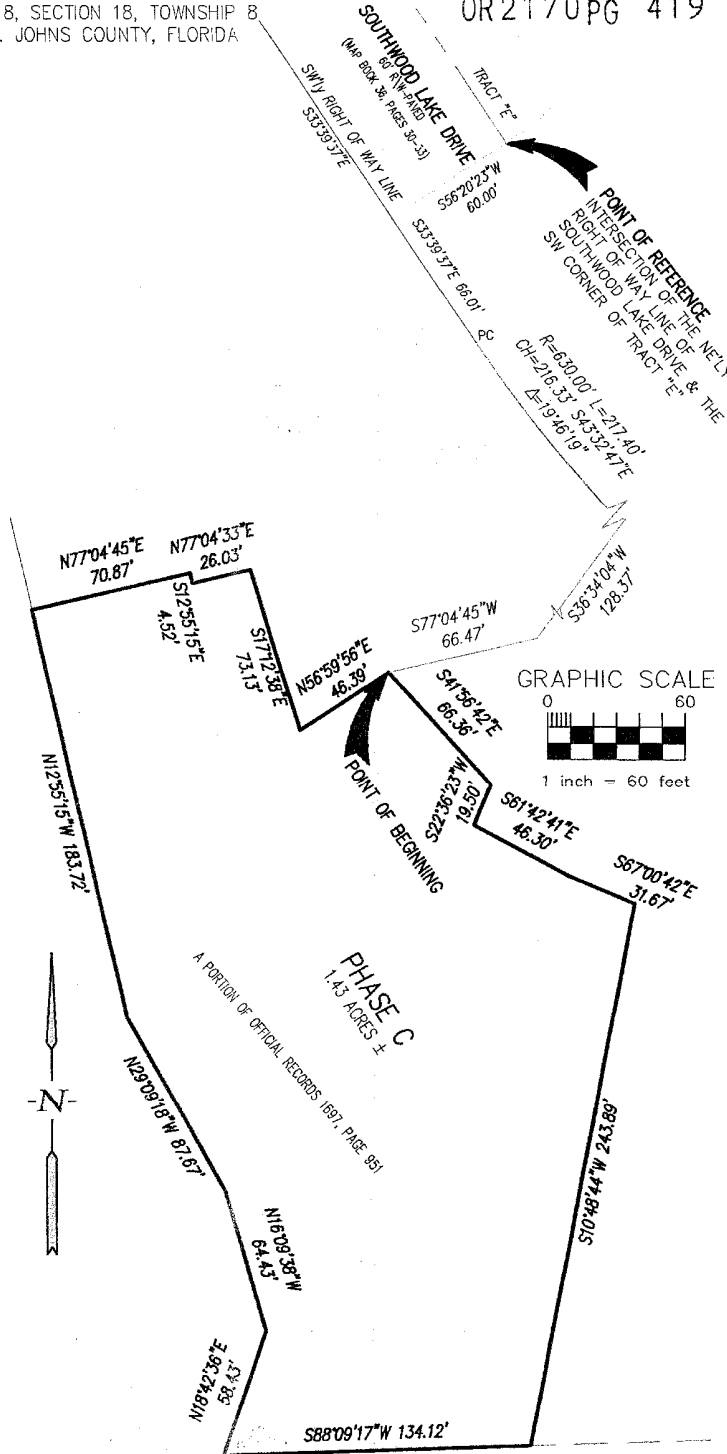
DRAWING NO: 600004MF.dwg (MF-B)

SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 419



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVATE-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**

- 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE: 52003CP1.DWG, DATED 08/13/03 BY ZEV COHEN

NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67  
180' FLORIDA POWER & LIGHT EASEMENT

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, promulgated in Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070



**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 420

LEGAL DESCRIPTION: PHASE C

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'46" EAST, 216.33 FEET; THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 41°56'42" EAST, A DISTANCE OF 66.36 FEET; THENCE SOUTH 22°36'23" WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 61°42'41" EAST, A DISTANCE OF 46.30 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 31.67 FEET; THENCE SOUTH 10°48'44" WEST, A DISTANCE OF 243.89 FEET TO THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°09'17" WEST ALONG THE SAID NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 134.12 FEET; THENCE NORTH 18°42'36" EAST DEPARTING SAID NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 58.43 FEET; THENCE NORTH 16°09'38" WEST, A DISTANCE OF 64.43 FEET; THENCE NORTH 29°09'18" WEST, A DISTANCE OF 87.87 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 183.72 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 70.87 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 4.52 FEET; THENCE NORTH 77°04'33" EAST, A DISTANCE OF 26.03 FEET; THENCE SOUTH 17°12'38" EAST, A DISTANCE OF 73.13 FEET; THENCE NORTH 56°59'56" EAST, A DISTANCE OF 46.39 FEET TO THE POINT OF BEGINNING.  
CONTAINING 62,141 SQUARE FEET OR 1.43 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004

DRAWING NO: 600004MF-SD.dwg (MF-C)

SHEET 2 OF 2

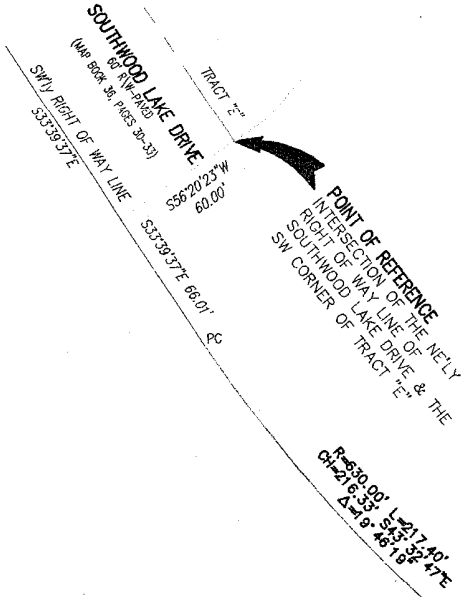
**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

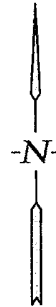
OR2170pg 421

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
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4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
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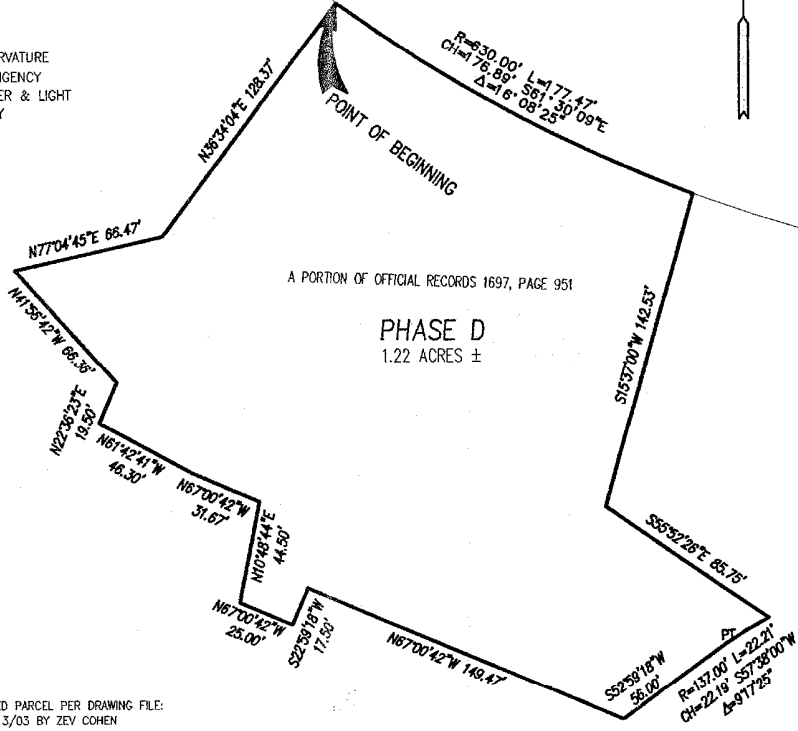


**GRAPHIC SCALE**



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY



**REVISIONS:**  
1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
520030E1.DWG, -DATED 08/13/03 BY ZEY COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

*Albert D. Bradshaw*  
DATE OF SIGNATURE 07/24/03  
ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 6824  
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ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 422

LEGAL DESCRIPTION: PHASE D

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'47" EAST, 216.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°08'25" AN ARC DISTANCE OF 177.47 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°30'09" EAST, 176.89 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 137.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'25" AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°38'00" WEST, 22.19 FEET; THENCE SOUTH 52°59'18" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 149.47 FEET; THENCE SOUTH 22°59'18" WEST, A DISTANCE OF 17.50 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 10°48'44" EAST, A DISTANCE OF 44.50 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 31.67 FEET; THENCE NORTH 61°42'41" WEST, A DISTANCE OF 46.30 FEET; THENCE NORTH 22°36'23" EAST, A DISTANCE OF 19.50 FEET; THENCE NORTH 41°56'42" WEST, A DISTANCE OF 66.36 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 66.47 FEET; THENCE NORTH 36°34'04" EAST, A DISTANCE OF 128.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 53,114 SQUARE FEET OR 1.22 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

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(904) 829-2591 FAX: (904) 829-5070

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PROJECT NO. 600-004 DRAWING NO: 600004MF-SD.dwg (MF-D)

SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 423

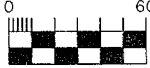
- GENERAL NOTES:**
1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
  2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
  3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
  4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
  5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
 520030P1.DWG, DATED 08/13/03 BY ZEY COHEN

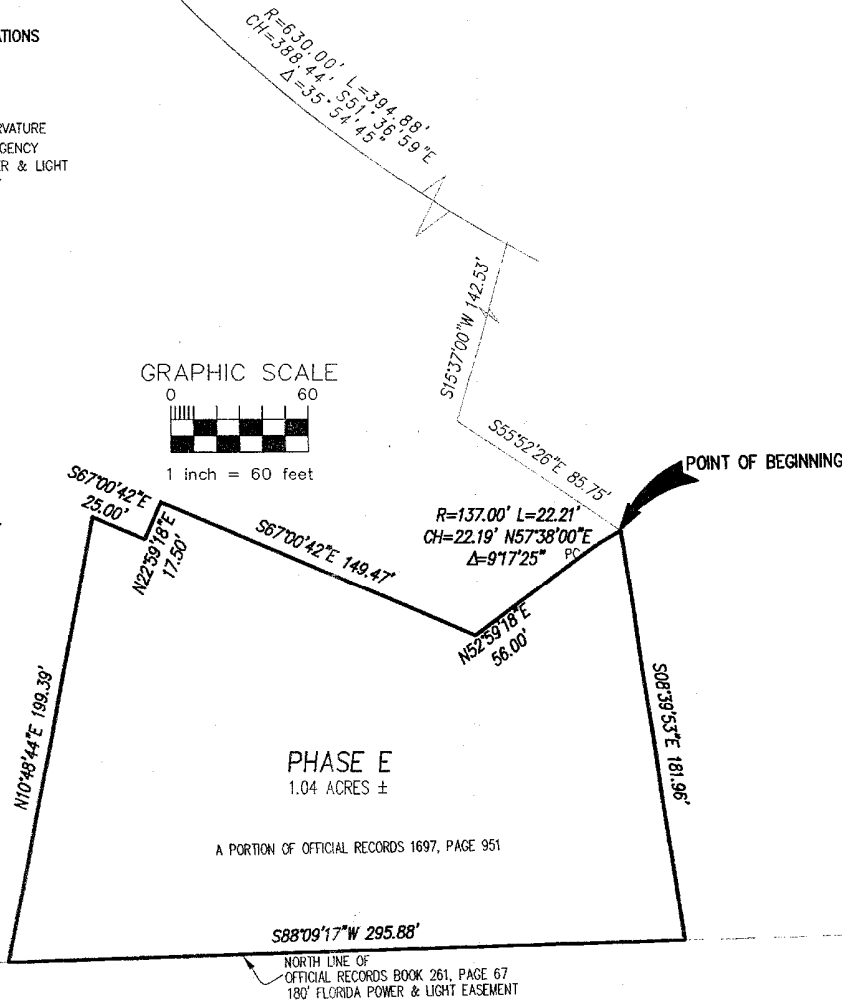
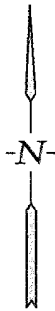
**TABLE OF ABBREVIATIONS**

CH	-	CHORD
R	-	RADIUS
D	-	DELTA
L	-	ARC LENGTH
PC	-	POINT OF CURVATURE
PT	-	POINT OF TANGENCY
FP&L	-	FLORIDA POWER & LIGHT
R/W	-	RIGHT OF WAY

**GRAPHIC SCALE**



1 inch = 60 feet



I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61D17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown herein.

07/24/03  
 DATE OF SIGNATURE  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
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 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL E

OR2170PG 424

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 08°39'53" EAST, A DISTANCE OF 181.96 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 295.88 FEET; THENCE NORTH 10°48'44" EAST, A DISTANCE OF 199.39 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 22°59'18" EAST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 149.47 FEET; THENCE NORTH 52°59'18" EAST, A DISTANCE OF 56.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 137.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'25" AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°38'00" EAST, 22.19 FEET.

CONTAINING 45,138 SQUARE FEET OR 1.04 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004 DRAWING NO: 600004MF-5D.dwg (MF-E)

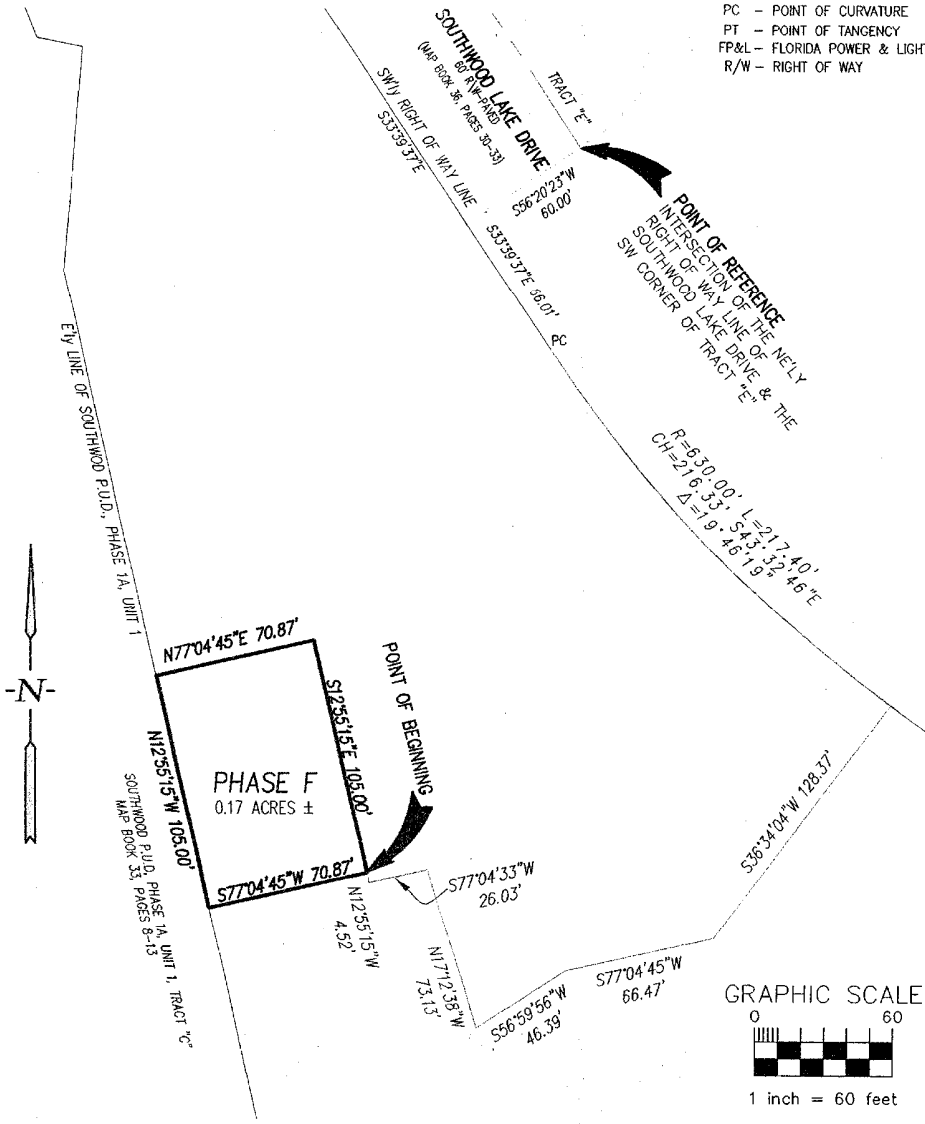
SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA OR2170PG 425

**TABLE OF ABBREVIATIONS**

CH - CHORD  
R - RADIUS  
D - DELTA  
L - ARC LENGTH  
PC - POINT OF CURVATURE  
PT - POINT OF TANGENCY  
FP&L - FLORIDA POWER & LIGHT  
R/W - RIGHT OF WAY



**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD P.L.D., PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**

1-06/21/03 <sup>REV.</sup> RENUMBERED PARCEL PER DRAWING FILE:  
52003CP1.DWG, DATED 08/13/03 BY ZEV COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 426

LEGAL DESCRIPTION: PHASE F

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET AND THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'47" EAST, 216.33 FEET; THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET; THENCE SOUTH 56°59'56" WEST, A DISTANCE OF 46.39 FEET; THENCE NORTH 17°12'38" WEST, A DISTANCE OF 73.13 FEET; THENCE SOUTH 77°04'33" WEST, A DISTANCE OF 26.03 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 4.52 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 70.87 FEET TO A POINT ON THE EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 105.00 FEET ALONG SAID EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 77°04'45" EAST, DEPARTING SAID EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 70.87 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 7,441 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004

DRAWING NO: 600004MF-SD.dwg (MF-F)

SHEET 2 OF 2

OR2170 PG 427

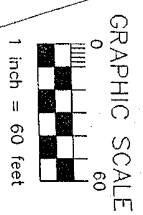
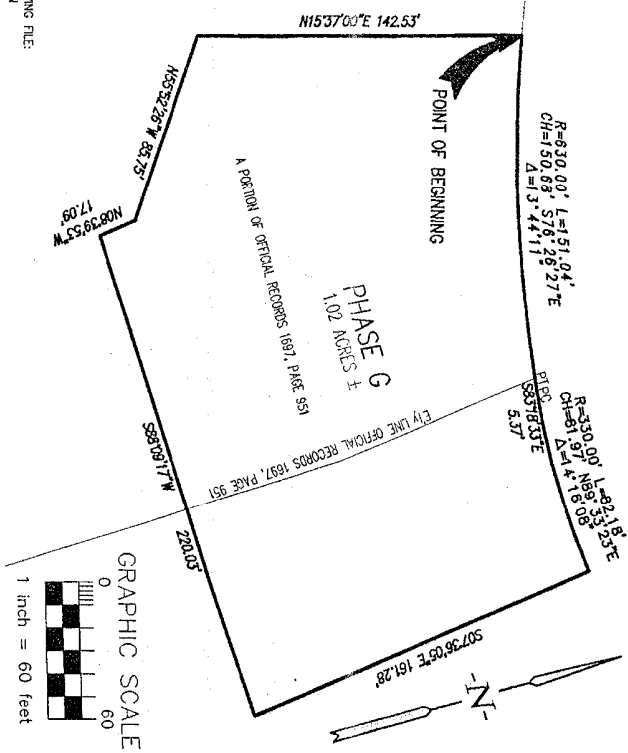
**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

TRACT E  
 SOUTHWOOD LAKE DRIVE  
 (Map Book 80, Pages 30-31)  
 INTERSECTION OF THE  
 RIGHT OF WAY LINE OF THE  
 SOUTHWOOD LAKE DRIVE & THE  
 SW CORNER OF TRACT E  
 107.08  
 M (2,202.85)  
 333°32'37"E  
 533°32'37"E 68.01' PC

$R=630.00'$ ,  $L=394.88'$   
 $CH=388.44'$ ,  $SS1=359.99'$   
 $\Delta=33°34'45"$

$R=630.00'$ ,  $L=51.04'$   
 $CH=150.63'$ ,  $S76°28'27"E$   
 $\Delta=37°44'11"$

$R=330.00'$ ,  $L=82.15'$   
 $CH=81.97'$ ,  $N69°33'18"E$   
 $\Delta=14°18'08"$   
 B.P.C.  
 $S83°18'35"E$   
 $5.37'$



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FL - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°32'37" WEST, AS RECORDED IN MAPBOOK 80, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY AND NO REPRESENTATION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NO BOUNDARY LINE IS SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERLIED AND PARENT-TITLES & ASSOCIATES MAKE NO GUARANTEES REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, ABREVIATIONS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-09/27/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
 520005CH1.DWG, DATED 09/15/03 BY ZEV COHEN

I HEREBY CERTIFY that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveyors as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, Paragraph 6 Section 472.027, Florida Statutes, subject to all maps and notices of public hearing.  
 DATE OF SIGNATURE: 07/24/03  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 8624  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070



**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 428

LEGAL DESCRIPTION: PHASE G

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'11" AN ARC DISTANCE OF 151.04 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°26'27" EAST, 150.68 FEET; THENCE SOUTH 83°18'33" EAST, A DISTANCE OF 5.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°16'08" AN ARC DISTANCE OF 82.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°33'23" EAST, 81.97 FEET; THENCE SOUTH 07°36'05" EAST, A DISTANCE OF 161.28 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 220.03 FEET; THENCE NORTH 08°39'53" WEST, A DISTANCE OF 17.09 FEET; THENCE NORTH 55°52'26" WEST, A DISTANCE OF 85.75 FEET; THENCE NORTH 15°37'00" EAST, A DISTANCE OF 142.53 TO THE POINT OF BEGINNING.

CONTAINING 44,269 SQUARE FEET OR 1.02 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004 DRAWING NO: 600004MF-SD.dwg (MF-G)

SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

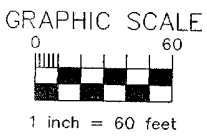
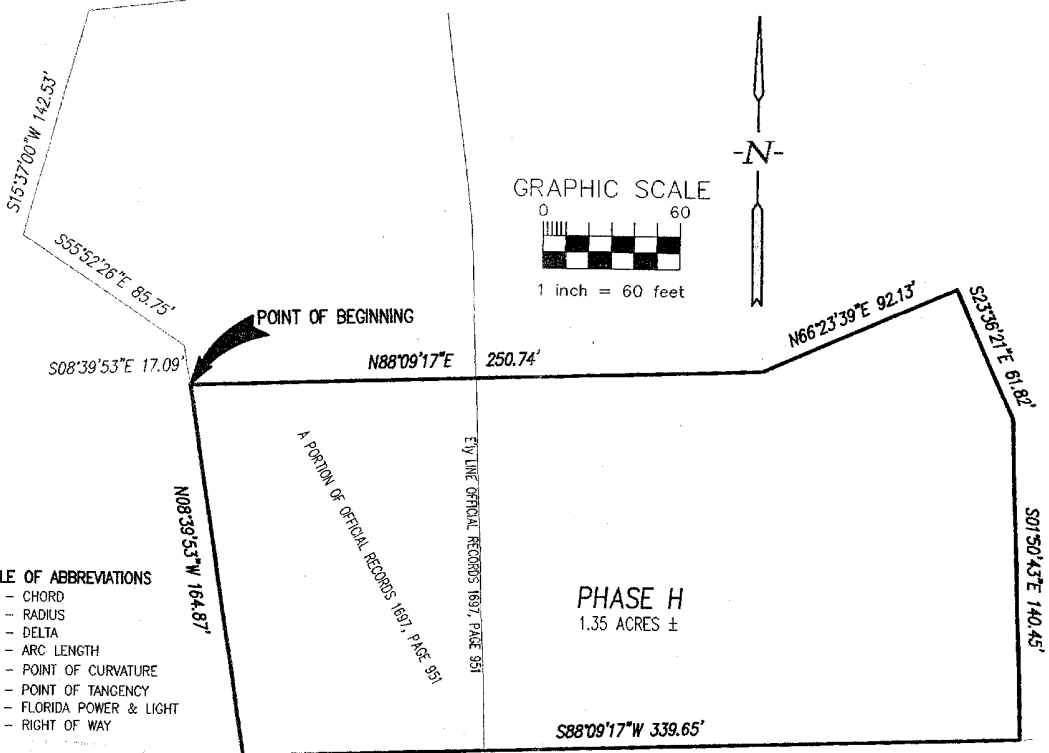
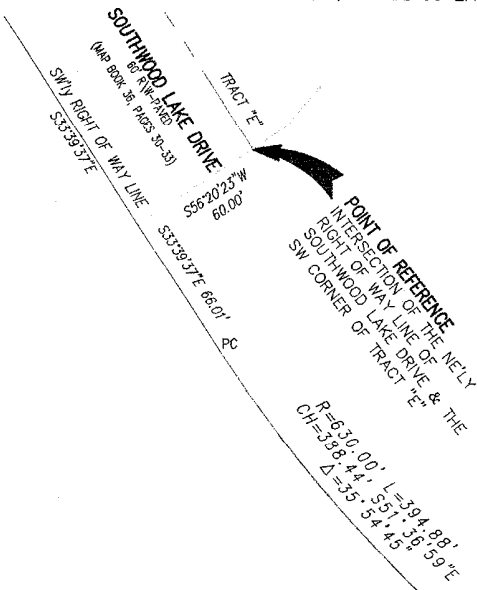
OR2170PG 429

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**

- 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE: 52003CF1.DWG, DATED 08/13/03 BY ZEY COHEN



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
DATE OF SIGNATURE

*Albert D. Bradshaw*  
ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824  
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ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 430

LEGAL DESCRIPTION: PARCEL H

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET; THENCE SOUTH 08°39'53" EAST, A DISTANCE OF 17.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°09'17" EAST, A DISTANCE OF 250.74 FEET; THENCE NORTH 66°23'39" EAST, A DISTANCE OF 92.13 FEET; THENCE SOUTH 23°36'21" EAST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 140.45 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 339.65 FEET; THENCE NORTH 08°39'53" WEST, A DISTANCE OF 164.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,793 SQUARE FEET OR 1.35 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
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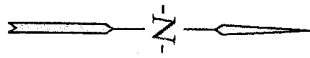
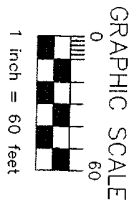
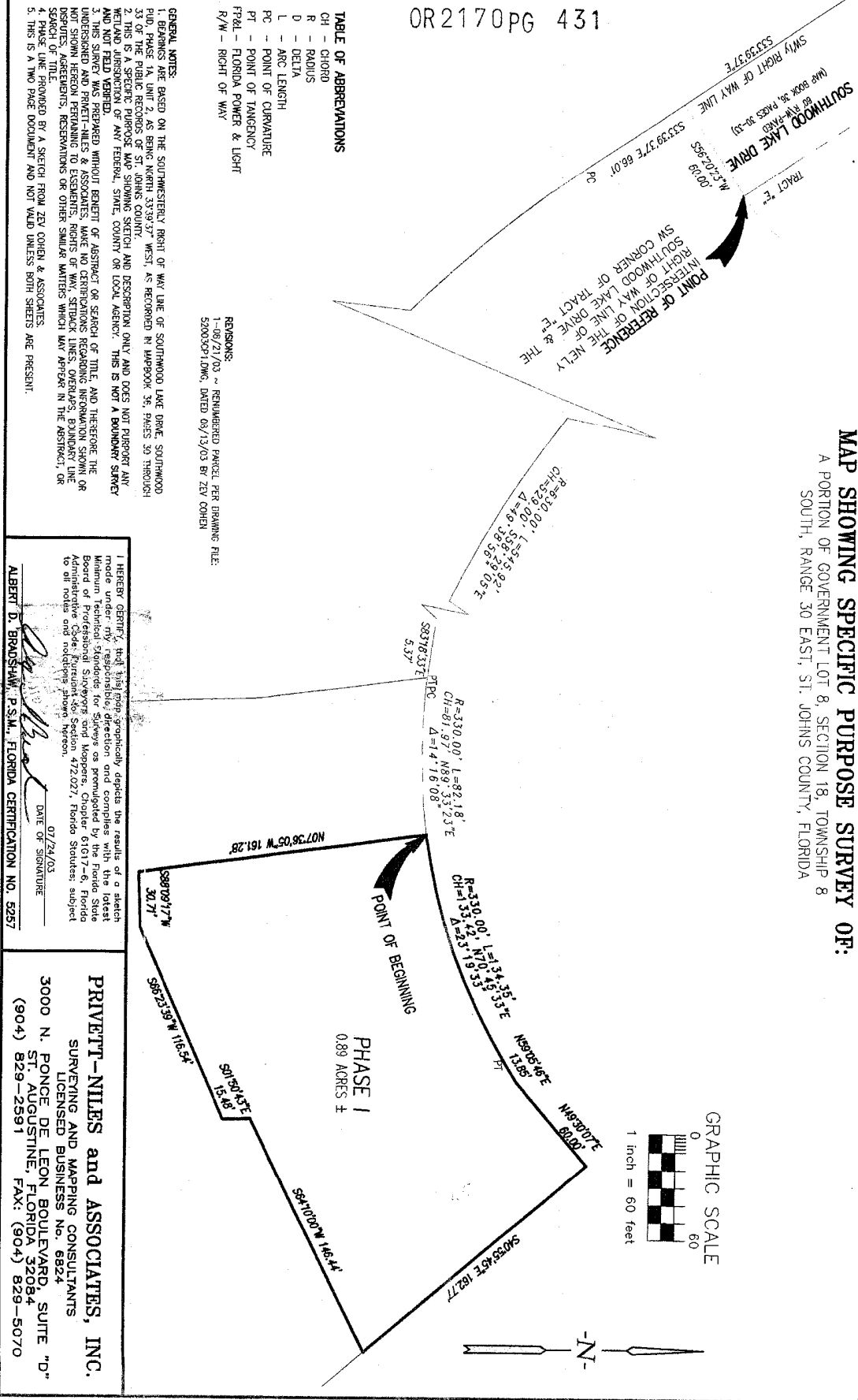
PROJECT NO. 600-004

DRAWING NO: 600004MF-SD.dwg (MF-H)

SHEET 2 OF 2

OR2170PG 431

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA



**PHASE I**  
 0.89 ACRES ±

**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FPA&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**REVISIONS:**  
 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE: 520003PH1.DWG, DATED 08/15/03 BY ZEV COHEN

**GENERAL NOTES:**  
 1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'27" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.  
 2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WEILAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND THE FIELD WORK WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE AND THEREFORE THE UNDERSIGNED AND PRINCE-PILES & ASSOCIATES, MAKE NO GUARANTEE, WARRANTY, REPRESENTATION OR PROMISE, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.  
 3. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

I, HEREBY CERTIFY, that this map, graphically depicts the results of a sketch made under the supervision and control of the undersigned, in accordance with the latest Minimum Technical Standards for Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, subject to all notes and notations shown herein.

DATE OF SIGNATURE: 07/24/03

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 8824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2391 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION: PHASE I

OR2170PG 432

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°38'56", AN ARC DISTANCE OF 545.92 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°29'05" EAST, 529.00 FEET; THENCE SOUTH 83°18'33" EAST, A DISTANCE OF 5.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°16'08" AN ARC DISTANCE OF 82.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°33'23" EAST, 81.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°19'33" AN ARC DISTANCE OF 134.35 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°45'33" EAST, 133.42 FEET; THENCE NORTH 59°05'46" EAST, A DISTANCE OF 13.85 FEET; THENCE NORTH 49°30'07" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 40°55'45" EAST, A DISTANCE OF 162.77 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 146.44 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 15.48 FEET; THENCE SOUTH 66°23'39" WEST, A DISTANCE OF 116.54 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 30.71 FEET; THENCE NORTH 07°36'05" WEST, A DISTANCE OF 161.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,556 SQUARE FEET OR 0.89 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

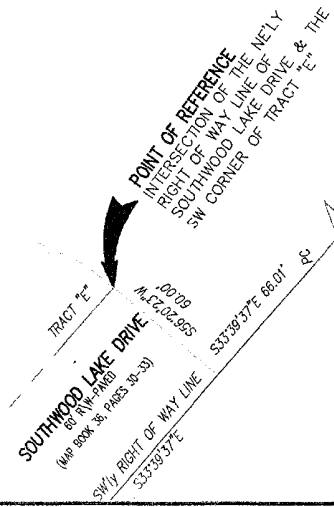
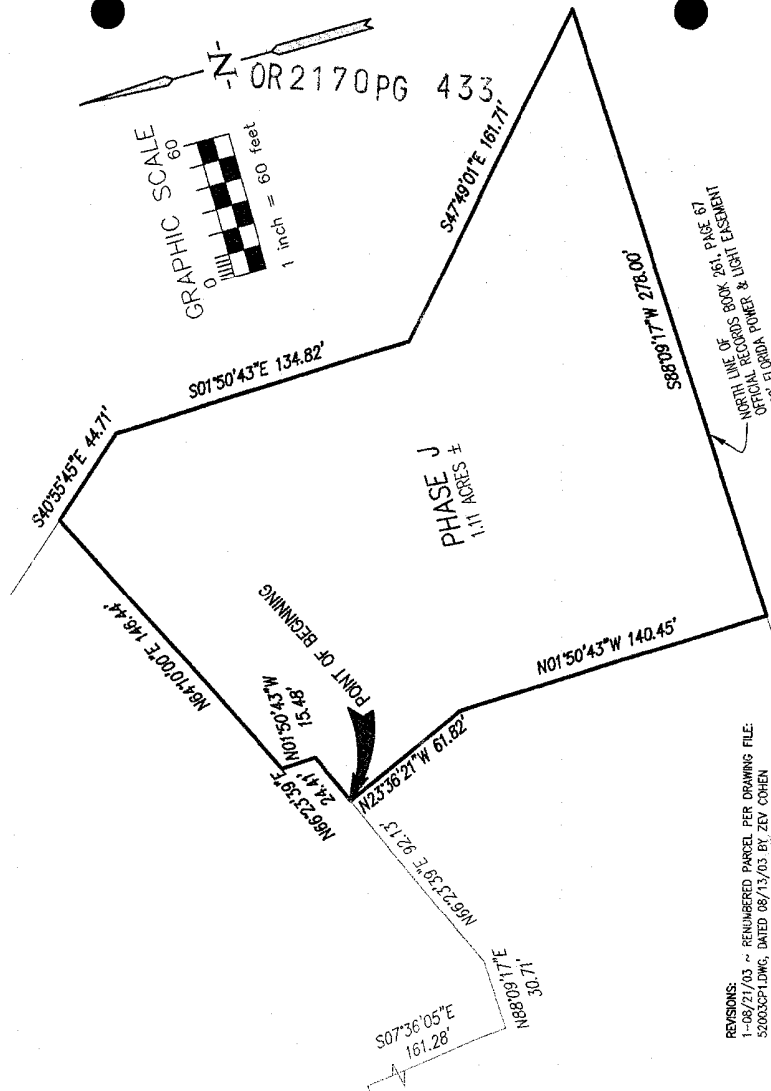
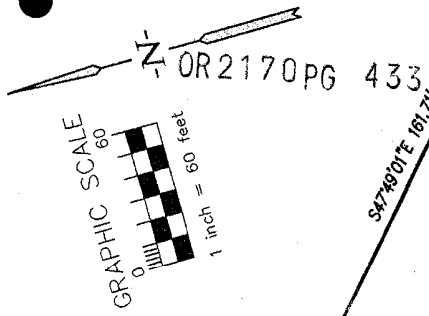
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004 DRAWING NO: 800004MF-SD.dwg (MF-I)

SHEET 2 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA



$R=530.00'$ ,  $L=545.92'$   
 $CH=29.00'$ ,  $\Delta=58^{\circ}27'05''$   
 $\Delta=49^{\circ}38'56''$

$R=310.00'$ ,  $L=82.35233'E$   
 $CH=81.97'$ ,  $\Delta=14^{\circ}16'08''$   
 $\Delta=14^{\circ}16'08''$   
 DTFC  $S83^{\circ}18'33''E$  5.37'

**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FR&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**GENERAL NOTES:**  
 1. BECAUSE THE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PLD, PHASE 1A, UNIT 2, AS BEING NORTH 33°30'57" WEST, AS RECORDED IN MAPBOOK 38, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.  
 2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.  
 3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN ON THIS SURVEY. THIS SURVEY IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR A SEARCH OF TITLE. DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.  
 4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.  
 5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-08/21/03 - RE-SUBMITTED PARCEL PER DRAWING FILE:  
 52003SP-LDW, DATED 08/13/03 BY ZEY COHEN

I HEREBY CERTIFY that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Standards for Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.022, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE

*Albert D. Bradshaw*  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
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 (904) 829-2591 FAX: (904) 829-5070

PROJECT NO. 600-004 DRAWING NO. 600004MF-SD.dwg (MF-J)

SHEET 1 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 434

LEGAL DESCRIPTION: PHASE J

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 66°23'39" EAST, A DISTANCE OF 24.41 FEET; THENCE NORTH 01°50'43" WEST, A DISTANCE OF 15.48 FEET; THENCE NORTH 64°10'00" EAST, A DISTANCE OF 146.44 FEET; THENCE SOUTH 40°55'45" EAST, A DISTANCE OF 44.71 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 134.82 FEET; THENCE SOUTH 47°49'01" EAST, A DISTANCE OF 161.71 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67 AS DESCRIBED AND RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTH 88°09'17" WEST ALONG SAID NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 278.00 FEET; THENCE NORTH 01°50'43" WEST DEPARTING SAID NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 140.45 FEET; THENCE NORTH 23°36'21" WEST, A DISTANCE OF 61.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,438 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

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PROJECT NO. 600-004

DRAWING NO: 600004MF-SD.dwg (MF-J)

SHEET 2 OF 2

**ARTICLES OF INCORPORATION  
OF BELLE HAVEN OF ST. AUGUSTINE  
CONDOMINIUM ASSOCIATION, INC.**

I, the undersigned natural person competent to contract, associate myself for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes (2002), and certify as follows:

**ARTICLE ONE: NAME**

The name of the corporation is Belle Haven of St. Augustine Condominium Association, Inc. ("the Association").

**ARTICLE TWO: PURPOSE**

The purposes and objectives of the corporation are such as are authorized under The Florida Condominium Act, Chapter 718, Florida Statutes (2002), and the Florida Corporation Not-for-Profit Act, Chapter 617, Florida Statutes (2002), and as they may be amended from time to time, and include providing for the operation, maintenance, preservation, administration, and management of Belle Haven of St. Augustine, a condominium, located in St. Johns County, Florida ("the Condominium"), and the property of the Association ("the Property").

**ARTICLE THREE: POWERS**

The powers of the Association shall be, in addition to the general powers afforded a corporation not-for-profit under the laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage the Property, the Condominium, and the lands on which it is situated.
2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium for Belle Haven of St. Augustine Condominium ("the Declaration of Condominium"), By-Laws, and any rules and regulations of the Association, which shall include:
  - a. to make and collect assessments against members to defray the costs, expenses and losses of the Association;
  - b. to use the proceeds of assessments in the exercise of its powers and duties;
  - c. to maintain, repair, replace and operate the Property;



**d.** to reconstruct improvements after casualty and to further improve the Property;

**e.** to make and amend regulations respecting the use of the Property;

**f.** to enforce by legal means the provisions of the Declaration of Condominium, these Articles, the By-Laws of the Association and the rules and regulations for the use of the Property promulgated by the Board from time to time ("the Rules and Regulations");

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

**h.** to purchase insurance upon the Property and insurance for the protection of the Association and its members as Unit Owners;

**i.** to acquire title to property or otherwise hold, convey, lease and mortgage Association property for the use and benefit of its members.

**3.** The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon nonprofit corporations of a similar character by the provisions of Chapter 617, Florida Statutes (2002), and as may be amended from time to time to do any and all things necessary to carry out its purposes.

**4.** The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominiums under the provisions of Chapter 718, Florida Statutes (2002), and as may be amended from time to time.

**5.** No compensation shall be paid to Directors for their services as Directors. However, compensation may be paid to a Director in his or her capacity as an employee or for other services rendered to the Association outside of his or her duties as a Director. In such case, compensation must be approved and advanced by the Board of Directors and the vote for said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to employees, agents, or attorneys for services rendered to the corporation.

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6. All funds and the title to all property acquired by this Association and the proceeds thereof shall be held in trust for the owners of the condominium Units in accordance with the provisions of the Declaration of Condominium, these Articles and the By-Laws.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws and Rules and Regulations.

**ARTICLE FOUR: MEMBERS**

Each Residential Unit shall have as an appurtenance thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such Unit, except that no person or entity holding title to a Unit as security for the performance of an obligation, shall acquire the membership appurtenant to such Unit by virtue of such title ownership. In no event may any membership be severed from the Unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the Unit to which such membership corresponds, as established in the Declaration.

**ARTICLE FIVE: DURATION**

The period of the duration of the corporation is perpetual.

**ARTICLE SIX: SUBSCRIBER**

The name and address of the subscriber to these Articles is:

<u>Name</u>	<u>Address</u>
Angela Bunkleman	4475 U.S. Highway 1 South St. Augustine, Florida 32086

**ARTICLE SEVEN: OFFICERS**

The affairs of the corporation are to be managed by a President, Secretary, and Treasurer who will be accountable to the Board of Directors. The offices of Secretary and Treasurer

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may be combined in one individual. Officers will be elected annually in the manner set forth in the By-Laws.

The names of the officers who are to serve until the first elections of officers are as follows:

<u>Name</u>	<u>Office</u>
Elizabeth Robins	President
Angela Bunkleman	Vice President/Treasurer
Ingrid Robins	Secretary

**ARTICLE EIGHT: DIRECTORS**

The number of persons constituting the first Board of Directors is not less than three (3). The number of directors may be increased or decreased from time to time as provided by the By-laws, provided there shall never be less than three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Elizabeth Robins	4475 U.S. Highway 1 South Ste. 504 St. Augustine, Florida 32086
Angela Bunkleman	4475 U.S. Highway 1 South Ste. 504 St. Augustine, Florida 32086
Ingrid Robins	4475 U.S. Highway 1 South Ste. 504 St. Augustine, Florida 32086

The election of Directors, their terms of office, removal or the filling of vacancies on said Board shall be in accordance with the By-laws of the Association.

**ARTICLE NINE: BYLAWS**

By-laws regulating operation of the corporation shall be adopted by the Board of Directors and may be amended by the first Board of Directors until the first annual meeting of members. Thereafter, the By-laws shall be amended by the members in the manner set forth in the By-laws.

**ARTICLE TEN: AMENDMENT**

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of those members exercising not less than two-thirds (2/3) of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to these Articles shall be set forth in the By-laws.

**ARTICLE ELEVEN: INDEMNIFICATION**

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

**ARTICLE TWELVE: PRINCIPAL OFFICE, INITIAL REGISTERED OFFICE,  
AND REGISTERED AGENT**

The street address and mailing address of the initial Principal Office of the Association is 4475 U.S. Highway 1 South Suite 504, St. Augustine, Florida 32086. The street address of the initial Registered Office of the Association is 780 North Ponce de Leon Boulevard,

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St. Augustine, Florida 32084, and the name of its initial Registered Agent at such address is Katherine G. Jones.

Angela Bunkleman  
Angela Bunkleman  
Subscriber

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

THE FOREGOING instrument was acknowledged before me this 27<sup>th</sup> day of FEBRUARY, 2004, by Angela Bunkleman, who () is personally known to me or () has produced Florida driver's license number \_\_\_\_\_ as identification.



Victoria P. Gard  
MY COMMISSION # CC938909 EXPIRES  
June 1, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Victoria P. Gard  
Notary Public

**ACCEPTANCE BY REGISTERED AGENT**

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.

Katherine G. Jones  
Katherine G. Jones

This Instrument Prepared By:  
 Katherine G. Jones  
 Upchurch, Bailey and Upchurch, P.A.  
 Post Office Drawer 3007  
 St. Augustine, Florida 32085-3007  
 FN: 4-02-354

**BY-LAWS OF  
BELLE HAVEN OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE ONE: PLAN OF CONDOMINIUM OWNERSHIP**

**Section One. Creation of Condominium.** Belle Haven of St. Augustine, a condominium, located at 190 Southwood Lake Drive, St. Augustine, Florida 32086, ("the Condominium") is submitted to the provisions of Chapter 718, Florida Statutes (2002), ("the Condominium Act"), by Declaration of Condominium for Belle Haven of St. Augustine ("the Declaration") recorded simultaneously herewith in the public records of St. Johns CounBty, Florida.

**Section Two. Applicability to Property.** The provisions of the Bylaws are applicable to the Belle Haven of St. Augustine Condominium Association, Inc., ("the Association") and to the Condominium, which terms includes the land, the buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

**Section Three. Applicability to Persons.** All present and future Owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to these Bylaws, the Declaration, relevant Unit deeds, and the rules and regulations pertaining to the use and operation of the condominium property promulgated by the Association from time to time ("the Rules and Regulations").

**Section Four. Office.** The office of the Association shall be located at 4475 U.S. Highway 1 South Suite 504, St. Augustine, Florida.

**Section Five. Definitions.** All capitalized terms not defined in these Bylaws shall have the meanings set forth in the Declaration.

**ARTICLE TWO: MEMBERSHIP**

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

**Section Two. Restraint Upon Assignment of Shares.** The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Unit.

**Section Three. Voting.** On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. Where a Unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Owners shall, in writing,

designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Unit until such authorization is changed in writing. The term "Owner" as used herein shall be deemed to include the Declarant.

### ARTICLE THREE: FORM OF ADMINISTRATION

**Section One. The Association and Board of Administration.** The affairs of the Condominium shall be administered and managed by an Association of Unit Owners organized as a Florida corporation not-for-profit, having the name Belle Haven of St. Augustine Condominium Association, Inc. All power and authority of the Association shall be exercised through its Board of Administration ("the Board"), consisting of not less than three (3) members.

**Section Two. Composition of Board of Administration.** When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

- a. Three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and non of the others are being offered for sale by the Developer in the ordinary course of business;
- d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- e. Seven years after recordation of the Declaration of Condominium;

whichever occurs first.

Persons elected to the Board by Unit Owners other than Developer shall be owners, co-owners, or mortgagees of Units, or, in the case of corporate owners or mortgagees of Units, officers, directors, shareholders, or employees of such corporations. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

**Section Three. Powers and Duties.** The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium and may do all such acts and things as are not directed to be exercised and done by the Unit Owners by law, the Declaration, or these Bylaws. The powers and duties to be exercised by the Board of Administration shall include, but shall not be limited, to the following (capitalized words and phrases shall have the meanings set forth in these Bylaws or the Declaration):

- a. Maintenance, repair, replacement, cleaning, and sanitation of the Common Elements and Association Property;

- b. Determination, assessment, and collection of funds for Common Expenses, and payment of such expenses;
- c. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the Common Elements, subject to the right of a majority of Unit Owners to change any such rules;
- d. Procurement and maintenance of insurance as hereinafter provided;
- e. Maintenance of accounting records for the Association, which records shall be made available for inspection by Unit Owners and mortgagees at all reasonable times;
- f. Authorization and prosecution in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of Unit Owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;
- g. Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of Unit Owners generally;
- h. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the Common Elements, and the Limited Common Elements;
- i. Establishment of bank accounts in the name of the Association, and authorization of signatories therefor;
- j. Purchasing, leasing or otherwise acquiring in the name of the Board of Administration, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale, lease, or surrender by their owners to the Board;
- k. Purchasing Units at foreclosure or other judicial sale in the name of the Board of Administration or its designee, corporate or otherwise, on behalf of all Unit Owners;
- l. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and sub-leasing Units leased by, the Board of Administration or its designee, corporate or otherwise, on behalf of all Unit Owners;
- m. Organizing corporations to act as designees of the Board of Administration in acquiring title to or leasing Units on behalf of all Unit Owners;
- n. Contracting for repairs of, and additions and improvement to, the Association Property, and for repairs to, and restoration of, the property in accordance with the provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
- o. Acquiring title to property or otherwise holding, leasing, mortgaging, or disposing of property in the Association's name for the use and benefit of its members.

**Section Four. Election and Terms of Office.** Board member shall be elected in accordance with the procedure set forth in Article Five. The terms of all members of the Board shall expire upon the election of their successors at the annual meeting of the members. A vacancy on the Board caused by the expiration of a director's term shall be filled electing a new Board



member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required.

**Section Five. Recall of Board Members.** Any member of the Board of Administration may be removed from office in accordance with the provisions of Section 718.112(2)(j), Florida Statutes (2002), as amended from time to time.

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

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

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

**Section Nine. Budget Meetings.**

**a. Regular Procedure.** Any meeting at which a proposed annual budget of the Association will be considered by the Board shall be open to all Unit Owners. At least fourteen (14) days prior to such meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

**b. Substitute Budget Procedure.** If in any fiscal year the Board adopts an annual budget which requires assessments against Unit Owners that exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent of the voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or the substitute budget is not approved, the annual budget previously adopted by the Board shall take effect as scheduled.

c. **Developer Budget.** If the Developer controls the Board, assessments shall not exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year unless approved by a majority of all voting interests.

Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

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

**Section Eleven. Notice of Board Meetings.** All meetings of the Board and Committees shall be open to all Unit Owners, except meetings between the Board or Committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Notice of all meetings of the Board of Administration, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non-emergency special assessments or amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Notice of any meeting at which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of all meetings of the Board of Administration, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency.

**Section Twelve. Quorum.** At all meetings of the Board of Administration, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Administration there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. Notice of all meetings of the Board of Administration (including adjourned meetings), which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency.

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

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

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

**ARTICLE FOUR: OFFICERS**

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

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

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

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

**Section Five. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Administration and of Unit Owners, shall have charge of such books and papers as the Board of Administration may determine and shall, in general, perform all duties incident of the office of secretary of a Florida corporation not for profit.

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

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

**ARTICLE FIVE: UNIT OWNERS**

**Section One. Annual meetings.** The annual meetings of the Unit Owners shall be held on a day designated by the Board in November of each year.

**Section Two. Elections.** The regular election shall occur on the date of the annual meeting in accordance with the following procedure:

a. **Voting.** The members of the Board shall be elected by written ballot or voting machine. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. Proxies shall in no event be used in electing the Board, either in general or elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless permitted by the Condominium Act. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner who permits another to vote his or her ballot may be fined by the Association in accordance with Section 718.303, Florida Statutes (2002), as amended from time to time. A Unit Owner needing assistance in casting the ballot

for the reasons stated in Section 101.051, Florida Statutes (2002), as amended from time to time, may obtain assistance in casting the ballot.

**b. Notice.** Not less than sixty days before a scheduled election, the Association shall mail or deliver 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 must give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall mail or deliver a second notice of the election, together with an agenda and a ballot listing all candidates, to all Unit Owners entitled to vote therein at least fourteen (14) days before the election in accordance with Article Five, Section 5. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates.

**Section Three. Special Meetings.** The President may, and, if directed by resolution of the Board of Administration or by petition signed and presented to the Secretary/Treasurer by Unit Owners owning a total of at least two-thirds (2/3) of the common interest, shall, call a special meeting of Unit Owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of Unit Owners owning at least two-thirds (2/3) of the common interest.

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

**Section Five. Notice of Meetings.** Written notice including an agenda and stating the place, day, and hour of the meeting and, in the case of a special meeting, stating the purpose or purposes for which the meeting is called, shall be mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner or hand delivered to each Unit Owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Unit Owners may waive notice of specific meetings. Notice for all other purposes shall be mailed to each Unit Owner at the address last furnished to the Association by the Unit Owner or hand delivered to each Unit Owner.

**Section Six. Quorum.** At all meetings of Unit Owners at which a quorum is required, a majority of Unit Owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of Units held of those Unit Owners present, shall bind all Unit Owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these Bylaws. If, at any meeting of Unit Owners at which a quorum is required, less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section Seven. Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

- a. Collection of election ballots.
- b. Roll call.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading of minutes of preceding meeting.

- e. Reports of officers.
- f. Reports of Board of Administration.
- g. Reports of committees.
- h. Election of inspectors of election (when appropriate).
- i. Election of members of Board of Administration (when required)
- j. Unfinished business.
- k. New business.

**Section Eight. Voting.** The Owner or Owners of each Unit, or some person appointed by such Owner or Owners to act a proxy on his or their behalf on such matters at which voting by proxy is permitted, shall be entitled to cast the vote appurtenant to each such Unit at all meetings of Unit Owners. Members of the Board shall be elected by written ballot or voting machine.

**Section Nine. Proxies.** Except as otherwise specifically provided in the Condominium Act, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted from time to time by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Limited and general proxies may be used to establish a quorum. Limited proxies may be used for any matter for which the Condominium Act requires or permits a vote of the Unit Owners unless the use of a proxy is specifically prohibited by the Condominium Act or by these Bylaws.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. No proxy, limited or general, may be used in the election of Board members or to fill vacancies on the Board. Notwithstanding the provisions of this section, Unit Owners may vote in person at Unit Owner meetings.

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

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

**Section Twelve. Approval by Unit Owners.** Any approval by Unit Owners required by the Condominium Act, the Declaration of Condominium or these Bylaws shall be made at a duly noticed meeting of Unit Owners, which notice shall specifically incorporate an identification of agenda items, and shall be subject to all requirements of the Condominium Act, the Declaration, and these Bylaws, provided that Unit Owners may take action by written agreement without a meeting on any matter that requires the approval of the Unit Owners. Such action must be taken in accordance with Section 617.0701, Florida Statutes (2002), as amended from time to time, which governs the number of voting interests required to authorize such action and the manner in which such action must be evidenced.

**ARTICLE SIX: OPERATION OF PROPERTY**

**Section One. Share of Common Expenses and Common Surplus.** The Common Expenses of this Association to be borne by each member shall be a proportionate share of the total operating expenses and costs of the Association.

**Section Two. Determination of the Common Expenses.** Each year the Board of Administration shall prepare detailed proposed budgets of Common Expenses for the Association. The Association's budget shall contain estimates of the cost of performing the functions of the Association, including without limitation the estimated amounts necessary for maintenance and operation of Association Property, landscaping, streets and walkways, office expense, utility services, replacement reserves, casualty insurance, liability insurance, and administration salaries. All budgets shall show the amounts budgeted by accounts and expense classifications and shall include projections of Common Expenses, common revenues (from sources, if any, other than assessments of Unit Owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners as provided in these Bylaws and the Declaration of Condominium. The final annual budgets shall be adopted by the Board after consideration at a meeting held pursuant to Article Three, Section Nine.

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

As used in these Bylaws, the term "Common Expenses" shall include, but shall not be limited to the following:

- a. All expenses of administration, maintenance, repair and replacement of the Association Property and the Common Elements of the Condominium.
- b. Insurance premiums on all policies of insurance obtained by the Board of Administration, managing agent or manager, as the case may be.
- c. Working capital reserve and contingency account.
- d. General operating expenses.
- e. Repair and replacement reserve.
- f. Reserve for deficits accrued in prior years.
- g. Reserve for acquisition or lease of Units, the Owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- h. Utility rates for water and gas, and related sewer rents.
- i. Utility rates for electricity serving the Common Elements, other than leased portions thereof, which shall be separately metered.
- j. All other amounts that the Owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the Association and Condominium.

**k.** All other amounts designated Common Expenses by the Declaration, by these Bylaws, or by law.

The Condominium budget shall also include reserve accounts for capital expenditures and deferred maintenance. These reserve accounts shall include but are not limited to, roof replacement, building painting and pavement resurfacing reserves or any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the Members have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves required by this subsection.

**Section Three. Special Assessments.** Special Assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association and to provide for emergency repair or replacement of Association Property and infrequently recurring items of maintenance. However, any special Assessments which are not connected with an actual operating, managerial, or maintenance Common Expense shall not be levied without the prior approval of the majority of the members of the Association.

**Section Four. Non-Waiver.** The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Association Property.

**Section Five. Collection of Assessments.** The Board of Administration shall, by suitable written notice, assess Common Expenses against Unit Owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than (10) days from the date due, the Board of Administration shall take prompt action to collect it.

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

**Section Seven. Liability for Assessments.** All Unit Owners are obligated to pay the Common Expenses assessed by the Board of Administration at the times set forth in these Bylaws. No Unit Owner may exempt himself from liability for any assessment for Common Expenses by waiver of use or enjoyment of any of the Association Property or Common Elements or by abandonment of his Unit.

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

**Section Nine. Foreclosure of Liens for Unpaid Common Expenses.** The Board of Administration may bring an action to foreclose any lien for unpaid Common Expenses in the manner that a mortgage of real property is foreclosed or it may bring an action to recover a

money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the Unit Owner.

**Section Ten. Use of Units; Rules and Regulations.** The use of Units and the Common Elements shall be subject to reasonable restrictions set forth in the Declaration and the Rules and Regulations promulgated and amended from time to time by the Board if Directors with the approval of a majority of Unit Owners. Copies of all such rules and regulations shall be furnished to each Unit Owner prior to their effective date.

#### ARTICLE SEVEN: RECORDS

**Section One. Records; Certification.** The Board of Administration shall keep detailed records of all actions of such Board, including financial records and books of account of the Association. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each Unit containing, among other things, the amount of each assessment against such Unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Administration shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all Unit Owners. Additionally, an annual report of receipts and disbursements of the Condominium or a complete set of financial statements shall be rendered by the Board of Administration to all Unit Owners and mortgagees requesting the same promptly after the end of each fiscal year.

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

#### ARTICLE EIGHT: DISPUTE RESOLUTION

**Section One. Written Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board of Administration, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide in writing a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board of Administration adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

**Section Two. Disputes Between Unit Owners and Association.** Prior to the institution of any litigation between a Unit Owner and the Association, the parties shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. Arbitration shall be conducted according to the rules promulgated by the Division and in accordance with the procedure set forth in Chapter 718.1255, Florida Statutes (2002), as amended from time to time.

**Section Three. Fines.** The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any



provision of the Declaration of Condominium, Bylaws or reasonable rule of the Association in accordance with the procedure set forth in Section 718.303, Florida Statutes (2002), as amended from time to time.

#### ARTICLE NINE: MISCELLANEOUS

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

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

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

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

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

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


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

#### ARTICLE TEN: AMENDMENT

**Section One. Amendments.** These Bylaws may be amended or supplemented by the vote of Unit Owners entitled to exercise two-thirds (2/3%) or more of the total voting power of the Association at a meeting of Unit Owners duly called and held for such purpose. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of Units without their consent. Any such amendment or supplement shall be filed or recorded in the office in which the Declaration and a copy of these Bylaws are recorded.

IN WITNESS WHEREOF, We, being all of the Directors of Belle Haven of St.

Augustine Condominium Association, Inc., have hereunto set our hands this 27<sup>th</sup> day of FEBRUARY, 2004.

  
\_\_\_\_\_  
Angela Buschman  
\_\_\_\_\_  
Tyrone Robins  
\_\_\_\_\_

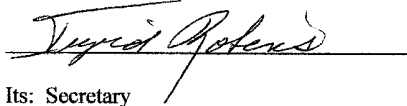
**CERTIFICATE**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Belle Haven of St. Augustine Condominium Association, Inc., a Florida non-profit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 27<sup>th</sup> day of FEBRUARY, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27<sup>th</sup> day of FEBRUARY, 2004.

  
\_\_\_\_\_  
Its: Secretary

(Corporate Seal)

**BELLE HAVEN CONDOMINIUM ASSOC., INC.**  
**PROPOSED OPERATING BUDGET - PHASE A - 14 UNITS**  
 FOR THE PERIOD: JANUARY 1, 2003 - DECEMBER 31, 2003

	MONTHLY	YEARLY
1. A. <b>ADMINISTRATION OF THE ASSOCIATION</b>		
Accounting	13	150
Legal & Professional	42	500
Licenses, Taxes & Fees	6	68
Miscellaneous	17	200
Office Supplies, Copies, Postage, etc.	42	500
Telephone	0	0
B. Management Fees	308	3,696
C. <b>MAINTENANCE</b>		
Building Maintenance (1)	83	1,000
Clubhouse Repairs & Maint.	0	0
General Maintenance	33	400
Irrigation Maintenance	50	600
Landscape Maintenance	500	6,000
Landscape Improvements	42	500
Maintenance & Custodial	300	3,600
Master Assoc-Entrance Maintenance	94	1,122
Pest Control - Landscape	67	800
Pest Control - Interior	84	1,008
Pool maintenance	0	0
Sidewalk/Pavement Repair/Maint.	17	200
Signage Repair/Maintenance	5	60
Termite Bond	50	600
D. Rent for Rec. & Commonly Used Facilities	N/A	N/A
E. Taxes Upon Association Property	N/A	N/A
F. Taxes Upon Leased Areas	N/A	N/A
G. Insurance	417	5,000
H. Security	N/A	N/A
I. <b>OTHER EXPENSES</b>		
Cable TV	250	3,000
Electricity	167	2,000
Water/Sewer	0	0
J. Operating Capital	N/A	N/A
K. Reserves (See Schedule Below)	N/A	N/A
L. Fees Payable to the Division	5	56
<b>TOTAL OPERATING EXPENSES</b>	<u>2,592</u>	<u>31,060</u>

	Estimated Useful Life	Estimated Remaining Useful Life	Replacement Cost or Deferred Maint.	Fund Balance at Beginning	Developer's Funding Obligation		
<b>RESERVES</b>							
Reserves-Roof	20	20	35,000	0	N/A	146	1,750
Reserves-Painting/Building	10	10	17,500	0	N/A	146	1,750
Reserves-Pavement/Parking Areas/Sidewal	10	10	15,000	0	N/A	125	1,500
Reserves-Balcony Railing/Screened Enclos	15	15	6,000	0	N/A	33	400
Reserves-Clubhouse Furniture & Fixtures	6	6	0	0	N/A	0	0
Reserves-Pool	8	8	0	0	N/A	0	0
<b>TOTAL RESERVES</b>						<u>450</u>	<u>5,400</u>

2. <b>EXPENSES FOR A UNIT OWNER</b>		
Rent for the Unit, if subject to a lease	N/A	N/A
Rent payable to the Unit Owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities	N/A	N/A
<b>TOTAL EXPENSES (WITHOUT RESERVES)</b>	<u>2,592</u>	<u>31,060</u>
<b>TOTAL EXPENSES (WITH RESERVES)</b>	<u>3,042</u>	<u>36,460</u>

Estimated Budget Assessments Per Unit Without Reserves

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly Without Reserve</u>	<u>Estimated Yearly Without Reserves</u>
Condominium	14	1/14	184.88	2,218.56

Estimated Budget Assessments Per Unit With Reserves

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly With Reserves</u>	<u>Estimated Yearly With Reserves</u>
Condominium	14	1/14	217.03	2,604.36

**LIMITED COMMON ELEMENTS (2ND STORY UNITS)**

	MONTHLY	YEARLY
<b>ELEVATORS</b>		
Elevator Maintenance (based on 1 elevator)	125	1,500
Elevator Telephone	71	850

	Estimated Useful Life	Estimated Remaining Useful Life	Replacement Cost or Deferred Maint.	Fund Balance at Beginning	Developer's Funding Obligation		
Reserves-Elevators(1)	20	20	26,000	0	N/A	108	1,300
Total Elevators						<u>304</u>	<u>3,650</u>

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly With Elevator</u>	<u>Estimated Yearly With Elevator</u>
Condominium	7	1/7	43.45	521.40

NOTE: If the buildings contain an elevator, each 2nd story unit owner is also responsible for the elevator expense.

**BELLE HAVEN CONDOMINIUM ASSOC., INC.**  
**ESTIMATED ANNUAL BUDGET FOR GARAGES - PHASE A (14 UNITS)**  
**FOR THE PERIOD: JANUARY 1, 2004 - DECEMBER 31, 2004**

<b>LIMITED COMMON EXPENSES FOR CONDOMINIUM GARAGES (8 UNITS)</b>		<b>MONTHLY</b>	<b>YEARLY</b>
1. A.	<b>ADMINISTRATION</b>		
	Accounting	0	0
	Legal & Professional	0	0
	Licenses, Taxes & Fees	0	0
	Miscellaneous	0	0
	Office Supplies, Copies, Postage, etc.	0	0
	Telephone	0	0
B.	Management Fees	40	480
	<b>TOTAL ADMINISTRATION</b>	<b>40</b>	<b>480</b>
C.	<b>MAINTENANCE</b>		
	Building Maintenance	0	0
	General Maintenance	67	800
	Maintenance & Custodial	0	0
	Termite Bond	0	0
	<b>TOTAL REPAIRS AND MAINTENANCE</b>	<b>67</b>	<b>800</b>
D.	Rent for Rec. & Commonly Used Facilities	N/A	N/A
E.	Taxes Upon Association Property	N/A	N/A
F.	Taxes Upon Leased Areas	N/A	N/A
G.	Insurance	71	857
H.	Security	0	0
I.	<b>OTHER EXPENSES</b>		
	Electricity	0	0
	<b>TOTAL OTHER EXPENSES</b>	<b>0</b>	<b>0</b>
J.	Operating Capital	N/A	N/A
K.	Reserves		
		Estimated Useful Life	Estimated Remaining Useful Life
		Estimated Replacement Cost	Fund Balance at Beginning
		Developer's Funding Obligation	
	Garage Roofs (8)	25	25
		7,600	0
	Garage Painting (8)	10	10
		3,200	0
	<b>TOTAL RESERVES</b>	<b>59</b>	<b>700</b>
L.	Fees Payable to the Division	0	0
2.	<b>EXPENSES FOR A UNIT OWNER</b>		
	Rent for the Unit, if subject to a lease	N/A	N/A
	Rent payable by the Unit Owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities	N/A	N/A
	<b>TOTAL EXPENSES FOR 8 UNITS(WITHOUT RESERVES)</b>	<b>178</b>	<b>2,137</b>
	<b>TOTAL EXPENSES FOR 8 UNITS(WITH RESERVES)</b>	<b>237</b>	<b>2,837</b>

Estimated Budget Assessments Per Unit Without Reserves

<u>Unit Type</u>	<u>Number</u>	<u>Estimated Monthly Without Reserves</u>	<u>Estimated Annual Without Reserves</u>
Condominium Garage	8	22.26	267.12

Estimated Budget Assessments Per Unit With Reserves

<u>Unit Type</u>	<u>Number</u>	<u>Estimated Monthly With Reserves</u>	<u>Estimated Annual With Reserves</u>
Condominium Garage	8	29.55	354.60

**BELLE HAVEN CONDOMINIUM ASSOC., INC.**  
**ESTIMATED ANNUAL BUDGET**  
**COMPLETED COMMUNITY (120 UNITS)**  
**FOR THE PERIOD: JANUARY 1, 2003 - DECEMBER 31, 2003**

OR2170PG 457

	MONTHLY	YEARLY
1. A. ADMINISTRATION OF THE ASSOCIATION		
Accounting	333	4,000
Legal & Professional	83	1,000
Licenses, Taxes & Fees	19	224
Miscellaneous	42	500
Office Supplies, Copies, Postage, etc.	208	2,500
Telephone	63	750
B. Management Fees	2,640	31,680
C. MAINTENANCE		
Building Maintenance (9)	750	9,000
Clubhouse Repairs & Maint.	333	4,000
General Maintenance	250	3,000
Irrigation Maintenance	200	2,400
Landscape Maintenance	2,917	35,000
Landscape Improvements	167	2,000
Maintenance & Custodial	3,000	36,000
Master Assoc-Entrance Maintenance	802	9,619
Pest Control - Landscape	300	3,600
Pest Control - Interior	720	8,640
Pool maintenance	125	1,500
Sidewalk/Pavement Repair/Maint.	104	1,250
Signage Repair/Maintenance	21	250
Termite Bond	438	5,250
D. Rent for Rec. & Commonly Used Facilities	N/A	N/A
E. Taxes Upon Association Property	N/A	N/A
F. Taxes Upon Leased Areas	N/A	N/A
G. Insurance	3,000	36,000
H. Security	N/A	N/A
I. OTHER EXPENSES		
Cable TV	2,000	24,000
Electricity	750	9,000
Water/Sewer	167	2,000
J. Operating Capital	N/A	N/A
K. Reserves (See Schedule Below)	N/A	N/A
L. Fees Payable to the Division	40	480

	Estimated Useful Life	Estimated Remaining Useful Life	Replacement Cost or Deferred Maint.	Fund Balance at Beginning	Developer's Funding Obligation		
<b>RESERVES</b>							
Reserves-Roof	20	20	300,000	0	N/A	1,250	15,000
Reserves-Painting/Building	10	10	150,000	0	N/A	1,250	15,000
Reserves-Pavement/Parking Areas/Sidewalk	10	10	60,000	0	N/A	500	6,000
Reserves-Balcony Railing/Screened Enclos	15	15	50,000	0	N/A	278	3,333
Reserves-Clubhouse Furniture & Fixtures	6	6	15,000	0	N/A	208	2,500
Reserves-Pool	8	8	30,000	0	N/A	313	3,750
<b>TOTAL RESERVES</b>						<u>3,799</u>	<u>45,583</u>

2. EXPENSES FOR A UNIT OWNER		
Rent for the Unit, if subject to a lease	N/A	N/A
Rent payable to the Unit Owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities	N/A	N/A
<b>TOTAL EXPENSES (WITHOUT RESERVES)</b>	<u>19,472</u>	<u>233,643</u>
<b>TOTAL EXPENSES (WITH RESERVES)</b>	<u>23,271</u>	<u>279,227</u>

Estimated Budget Assessments Per Unit Without Reserves

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly Without Reserve</u>	<u>Estimated Yearly Without Reserves</u>
Condominium	120	1/120	162.26	1,947.12

Estimated Budget Assessments Per Unit With Reserves

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly With Reserves</u>	<u>Estimated Yearly With Reserves</u>
Condominium	120	1/120	193.92	2,327.04

**LIMITED COMMON ELEMENTS (2ND STORY UNITS)**

	MONTHLY	YEARLY
<b>ELEVATORS</b>		
Elevator Maintenance (based on 9 elevators)	1,395	16,740
Elevator Telephones	638	7,650
Reserves-Elevators(9)	975	11,700
Total Elevators	<u>3,008</u>	<u>36,090</u>

<u>Unit Type</u>	<u>Number</u>	<u>% Common Ownership</u>	<u>Estimated Monthly Elevator Expense</u>	<u>Estimated Yearly Elevator Expense</u>
Condominium	60	1/60	50.13	601.56

**NOTE: If the buildings contain an elevator, each 2nd story unit owner is also responsible for the elevator expense.**

**BELLE HAVEN CONDOMINIUM ASSOC., INC.**  
**ESTIMATED ANNUAL BUDGET FOR GARAGES - COMPLETED COMMUNITY (120 UNITS)**  
**FOR THE PERIOD: JANUARY 1, 2004 - DECEMBER 31, 2004**

<u>LIMITED COMMON EXPENSES FOR CONDOMINIUM GARAGES (84 UNITS)</u>		<u>MONTHLY</u>	<u>YEARLY</u>
1.	<b>A. ADMINISTRATION</b>		
	Accounting	0	0
	Legal & Professional	0	0
	Licenses, Taxes & Fees	0	0
	Miscellaneous	0	0
	Office Supplies, Copies, Postage, etc.	0	0
	Telephone	0	0
	<b>B. Management Fees</b>	420	5,040
	<b>TOTAL ADMINISTRATION</b>	<u>420</u>	<u>5,040</u>
	<b>C. MAINTENANCE</b>		
	Building Maintenance	0	0
	General Maintenance	700	8,400
	Maintenance & Custodial	0	0
	Termite Bond	0	0
	<b>TOTAL REPAIRS AND MAINTENANCE</b>	<u>700</u>	<u>8,400</u>
	<b>D. Rent for Rec. &amp; Commonly Used Facilities</b>	N/A	N/A
	<b>E. Taxes Upon Association Property</b>	N/A	N/A
	<b>F. Taxes Upon Leased Areas</b>	N/A	N/A
	<b>G. Insurance</b>	750	9,000
	<b>H. Security</b>	0	0
	<b>I. OTHER EXPENSES</b>		
	Electricity	0	0
	<b>TOTAL OTHER EXPENSES</b>	<u>0</u>	<u>0</u>
	<b>J. Operating Capital</b>	N/A	N/A
	<b>K. Reserves</b>		
		Estimated Useful Life	Estimated Remaining Useful Life
		Replacement Cost or Deferred Maint.	Fund Balance at Beginning
		Developer's Funding Obligation	
	Garage Roofs (84)	20	20
	Garage Painting (84)	10	10
	<b>TOTAL RESERVES</b>	<u>613</u>	<u>7,350</u>
	<b>L. Fees Payable to the Division</b>	0	0
2.	<b>EXPENSES FOR A UNIT OWNER</b>		
	Rent for the Unit, if subject to a lease	N/A	N/A
	Rent payable by the Unit Owner directly to the leaser or agent under any recreational lease or lease for the use of commonly used facilities	N/A	N/A
	<b>TOTAL EXPENSES FOR UNITS(WITHOUT RESERVES)</b>	<u>1,870</u>	<u>22,440</u>
	<b>TOTAL EXPENSES FOR UNITS(WITH RESERVES)</b>	<u>2,483</u>	<u>29,790</u>

Estimated Budget Assessments Per Unit Without Reserves

<u>Unit Type</u>	<u>Number</u>	<u>Estimated Monthly Without Reserves</u>	<u>Estimated Annual Without Reserves</u>
Condominium Garage	84	22.26	267.12

Estimated Budget Assessments Per Unit With Reserves

<u>Unit Type</u>	<u>Number</u>	<u>Estimated Monthly With Reserves</u>	<u>Estimated Annual With Reserves</u>
Condominium Garage	84	29.55	354.60

**SURVEYOR'S CERTIFICATE  
FOR  
BELLE HAVEN OF ST. AUGUSTINE,  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify that the construction of Phase A of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase A of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase A can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Typed/Printed/Stamped  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



(3)

This Instrument was Prepared by:  
Katherine G. Jones, Esquire  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**FIRST AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, a condominium**

**THIS FIRST AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine, a Condominium, is executed this 25<sup>th</sup> day of January, 2006, by Eastwood of St. Augustine, LLC (the "Developer").

**WITNESSETH:**

**WHEREAS**, the improvements to Phase "A" of the Condominium have been substantially completed; and

**WHEREAS**, the Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine, a Condominium, dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, in order to include the certificate of a surveyor as to Phase "A" as required by Section 718.104(4)(e), Florida Statutes (2005).

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a Condominium, to include the attached certificate of Albert D. Bradshaw, P.S.M. In all other respects, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, the Developer has executed this First Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a Condominium, the date and year stated above.

OR 2170 PG 459

**SURVEYOR'S CERTIFICATE  
FOR  
BELLE HAVEN OF ST. AUGUSTINE,  
a condominium**


STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify that the construction of Phase A of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase A of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase A can be determined from these materials.

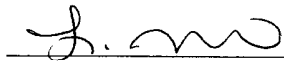
IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 18 day of January 2006.

  
\_\_\_\_\_  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 18 day of January, 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number 21A as identification.



Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Through  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
Signature of Notary  
Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08

Signed and sealed in the presence of:

Deborah O. Dunne  
Print name: Deborah O. Dunne

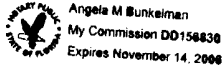
EASTWOOD OF ST. AUGUSTINE, LLC  
a Florida limited liability company

Vitina C. Pellet  
Print Name: VITINA C. PELLET

By: [Signature]  
Elizabeth Robbins  
Its Managing Member

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 25<sup>th</sup> day of January 2006, by Elizabeth Robbins, who is personally known to me or ( ) has produced Florida driver's license number \_\_\_\_\_ as identification.



Angela Bunkelman  
Notary Public

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**SECOND AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM**

**THIS SECOND AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 21<sup>st</sup> day of April 2006, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

A. The Developer is the owner of the lands described on Exhibit "A" attached hereto; and

B. The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and

C. The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the surveys attached as Exhibit "A" and those improvements depicted on Phases B and C of the site plan attached on Exhibit "B" and on the Phase B and Phase C building floor plans attached as Exhibit "D" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phases B and C of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in Phases A, B and C of the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one-fortieth (1/40<sup>th</sup>).

4. The certificates of Albert D. Bradshaw, P.S.M., are attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

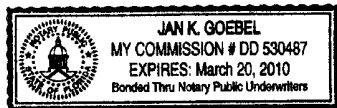
JAN K. GOEBEL  
Name: JAN K. Goebel

[Signature]  
By: Elizabeth Robins  
Its Managing Member

Donna M Edgar  
Name: Donna M Edgar

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

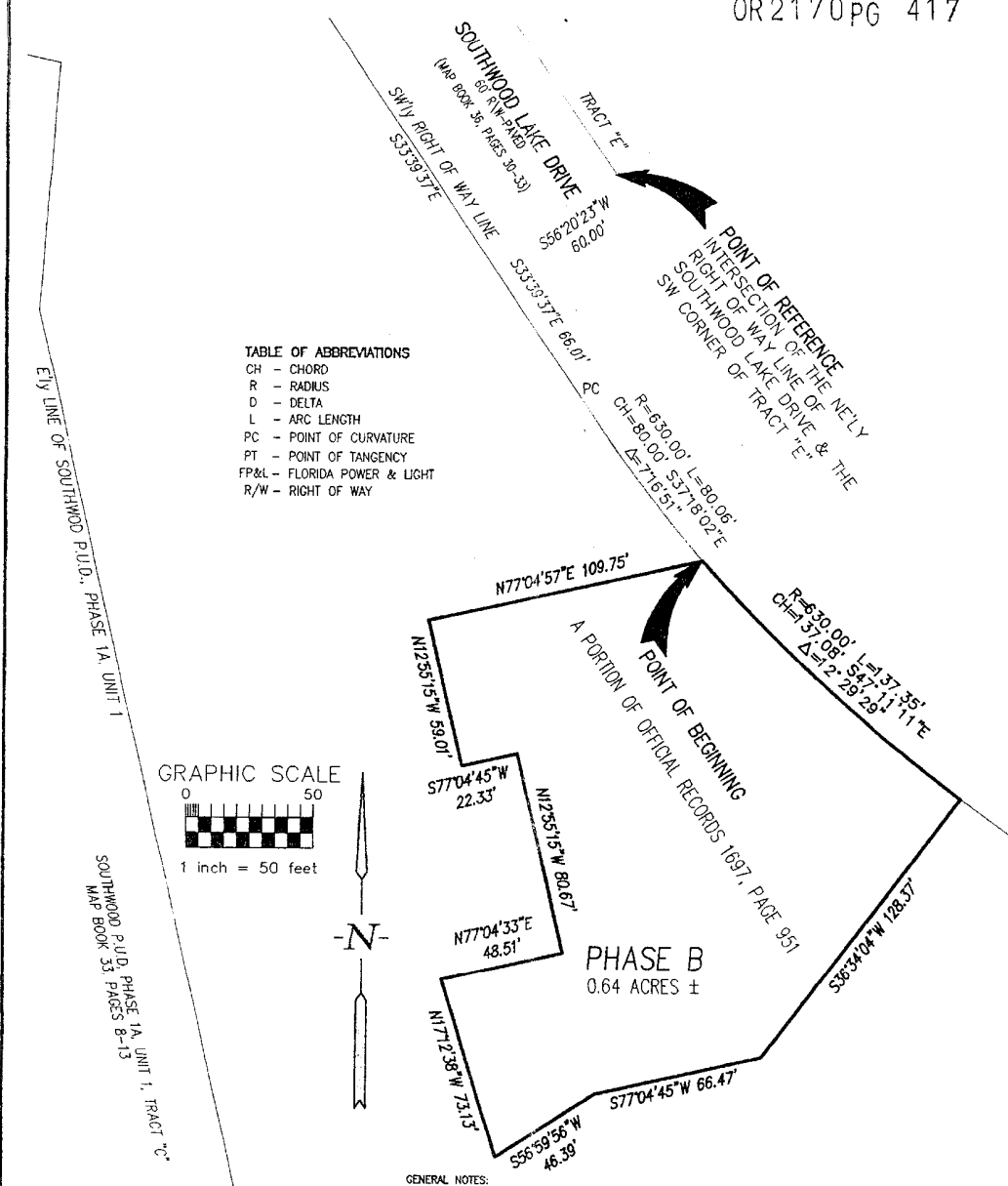
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2006, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.



JAN K. GOEBEL  
Signature of Notary  
JAN K. GOEBEL  
Name of Notary  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

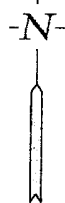
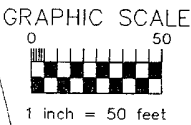
**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 417



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY



**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-08/21/03 - RENUMBERED PARCEL PER DRAWING FILE:  
 52003CP1.DWG, DATED 08/13/03 BY ZEV COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter B1017-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE

*Albert D. Bradshaw*  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

EXHIBIT A

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 418

LEGAL DESCRIPTION: PHASE B

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°16'51", AN ARC DISTANCE OF 80.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°18'02" EAST, 80.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'29" AN ARC DISTANCE OF 137.35 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°11'11" EAST, 137.08 FEET; THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET; THENCE SOUTH 56°59'56" WEST, A DISTANCE OF 46.39 FEET; THENCE NORTH 17°12'38" WEST, A DISTANCE OF 73.13 FEET; THENCE NORTH 77°04'33" EAST, A DISTANCE OF 48.51 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 80.67 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 22.33 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 59.01 FEET; THENCE NORTH 77°04'57" EAST, A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,907 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 8824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004

DRAWING NO. 600004MF.dwg (MF-B)

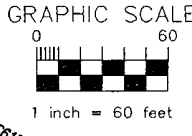
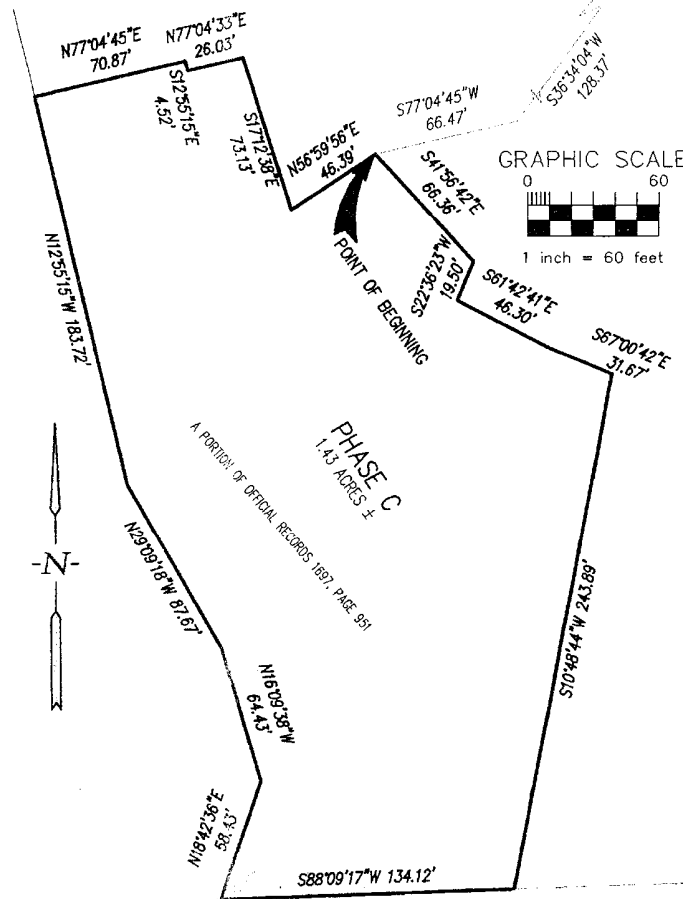
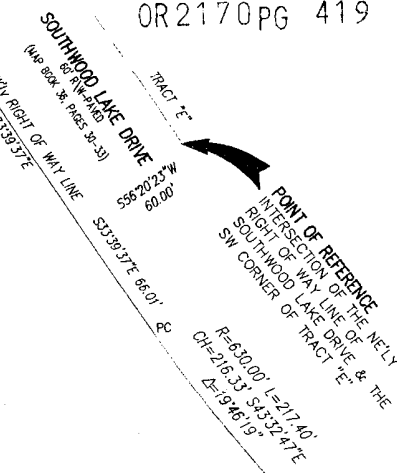
SHEET 2 OF 2



**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR 2170 PG 419



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 23°33'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-08/21/03 -- RENUMBERED PARCEL PER DRAWING FILE: 52003CP1.DWG, DATED 08/13/03 BY ZEY COHEN

NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67  
 180' FLORIDA POWER & LIGHT EASEMENT

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE

*Albert D. Bradshaw*  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 420

LEGAL DESCRIPTION: PHASE C

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'46" EAST, 216.33 FEET; THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET TO THE POINT OF BEGINNING;

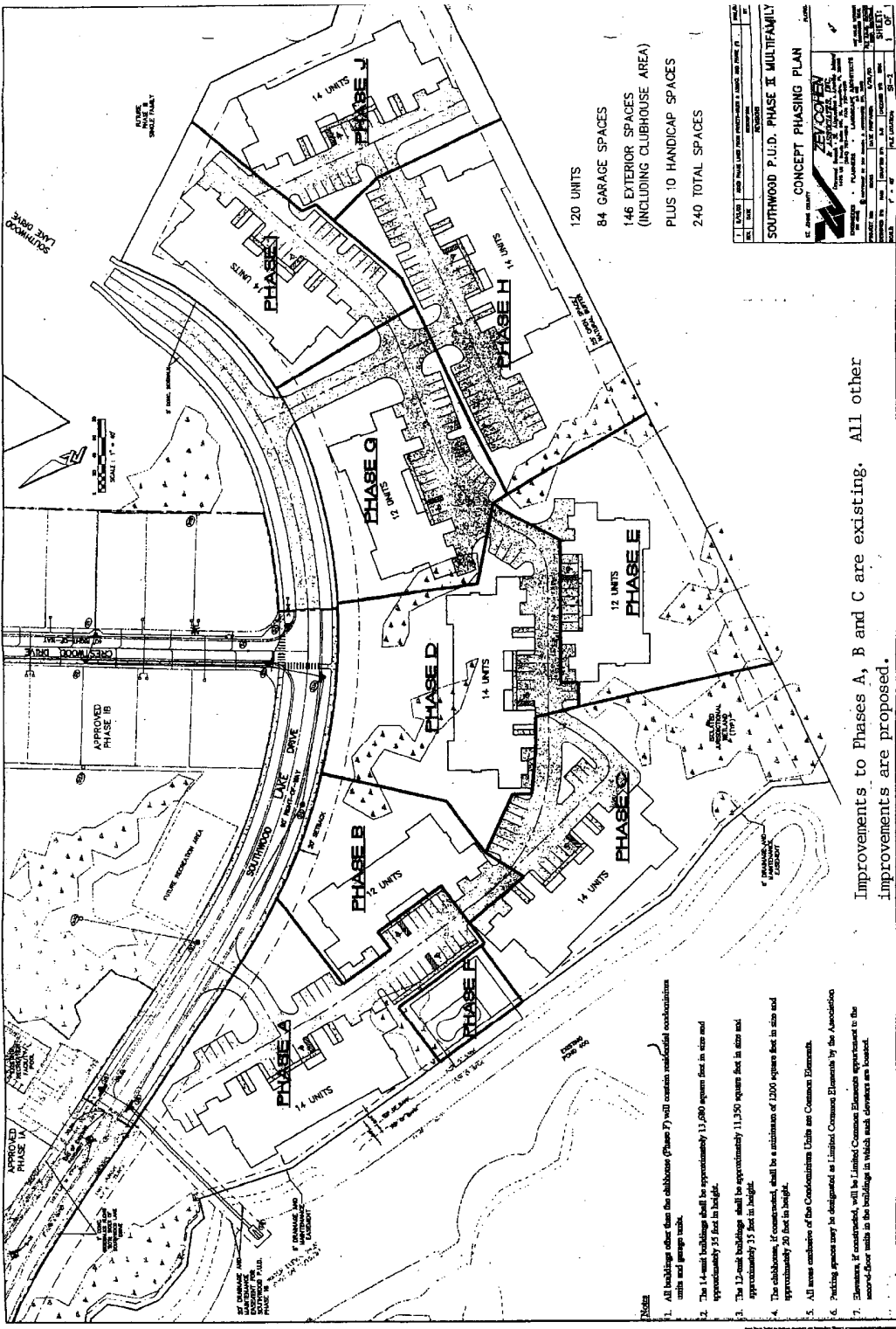
THENCE SOUTH 41°56'42" EAST, A DISTANCE OF 66.36 FEET; THENCE SOUTH 22°36'23" WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 61°42'41" EAST, A DISTANCE OF 46.30 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 31.67 FEET; THENCE SOUTH 10°48'44" WEST, A DISTANCE OF 243.89 FEET TO THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°09'17" WEST ALONG THE SAID NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 134.12 FEET; THENCE NORTH 18°42'36" EAST DEPARTING SAID NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 58.43 FEET; THENCE NORTH 16°09'38" WEST, A DISTANCE OF 64.43 FEET; THENCE NORTH 29°09'18" WEST, A DISTANCE OF 87.67 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 183.72 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 70.87 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 4.52 FEET; THENCE NORTH 77°04'33" EAST, A DISTANCE OF 26.03 FEET; THENCE SOUTH 17°12'38" EAST, A DISTANCE OF 73.13 FEET; THENCE NORTH 56°59'56" EAST, A DISTANCE OF 46.39 FEET TO THE POINT OF BEGINNING. CONTAINING 62,141 SQUARE FEET OR 1.43 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.



Improvements to Phases A, B and C are existing. All other improvements are proposed.

- NOTES**
1. All buildings other than the clubhouse (Phase F) will contain residential condominium units and garage units.
  2. The 14-unit buildings shall be approximately 11,680 square feet in size and approximately 35 feet in height.
  3. The 12-unit buildings shall be approximately 11,350 square feet in size and approximately 35 feet in height.
  4. The clubhouse, if constructed, shall be a minimum of 1200 square feet in size and approximately 20 feet in height.
  5. All areas outside of the Condominium Units are Common Elements.
  6. Parking spaces may be designated as Limited Common Elements by the Association.
1. Elements, if constructed, will be Limited Common Elements appurtenant to the second-floor units in the buildings in which such elements are located.

EXHIBIT B

**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE B)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase B shall be identified as set forth below:

- Residential Units (first floor):            B101  
    B102  
    B103  
    B104  
    B105
- Residential Units (second floor):           B201  
    B202  
    B203  
    B204  
    B205  
    B206  
    B207
- Garage LCEs:                                    B-A  
    B-B  
    B-C  
    B-D  
    B-G  
    B-H  
    B-I  
    B-J

Exhibit C

**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE C)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase C shall be identified as set forth below:

Residential Units (first floor):           C101  
  C102  
  C103  
  C104  
  C105  
  C106

Residential Units (second floor):       C201  
  C202  
  C203  
  C204  
  C205  
  C206  
  C207  
  C208

Garage LCEs:                                C-A  
  C-B  
  C-C  
  C-D  
  C-E  
  C-F  
  C-G  
  C-H  
  C-I  
  C-J

Exhibit C

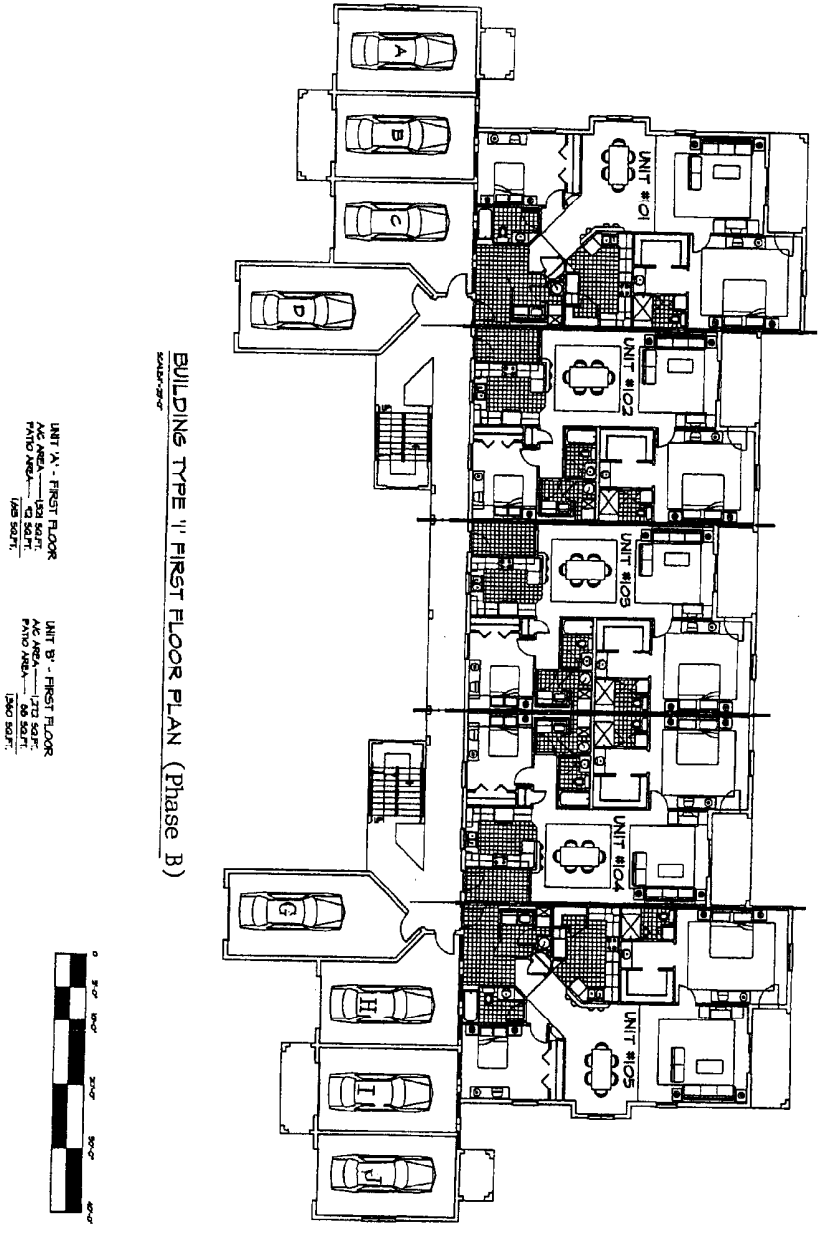
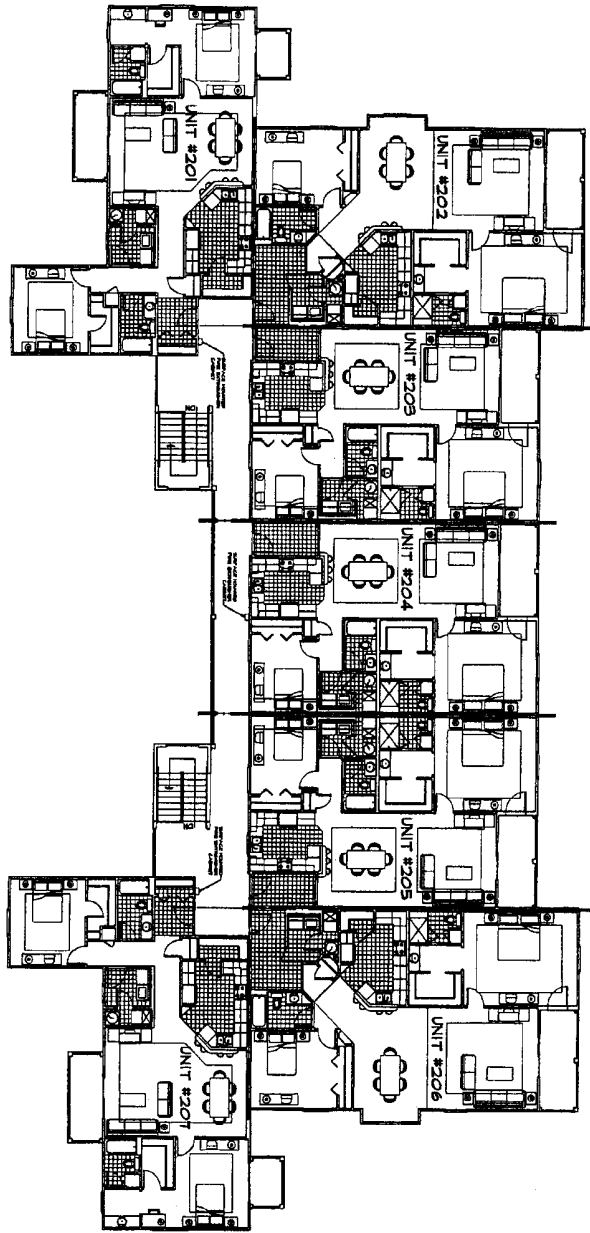


EXHIBIT D



BUILDING TYPE "I" SECOND FLOOR PLAN (Phase B)

UNIT "A" - SECOND FLOOR PLAN  
AC AREA - 124 SQFT  
BALCONY AREA - 120 SQFT  
UNIT "B" - SECOND FLOOR PLAN  
AC AREA - 124 SQFT  
BALCONY AREA - 120 SQFT  
UNIT "C" - SECOND FLOOR PLAN  
AC AREA - 124 SQFT  
BALCONY AREA - 120 SQFT



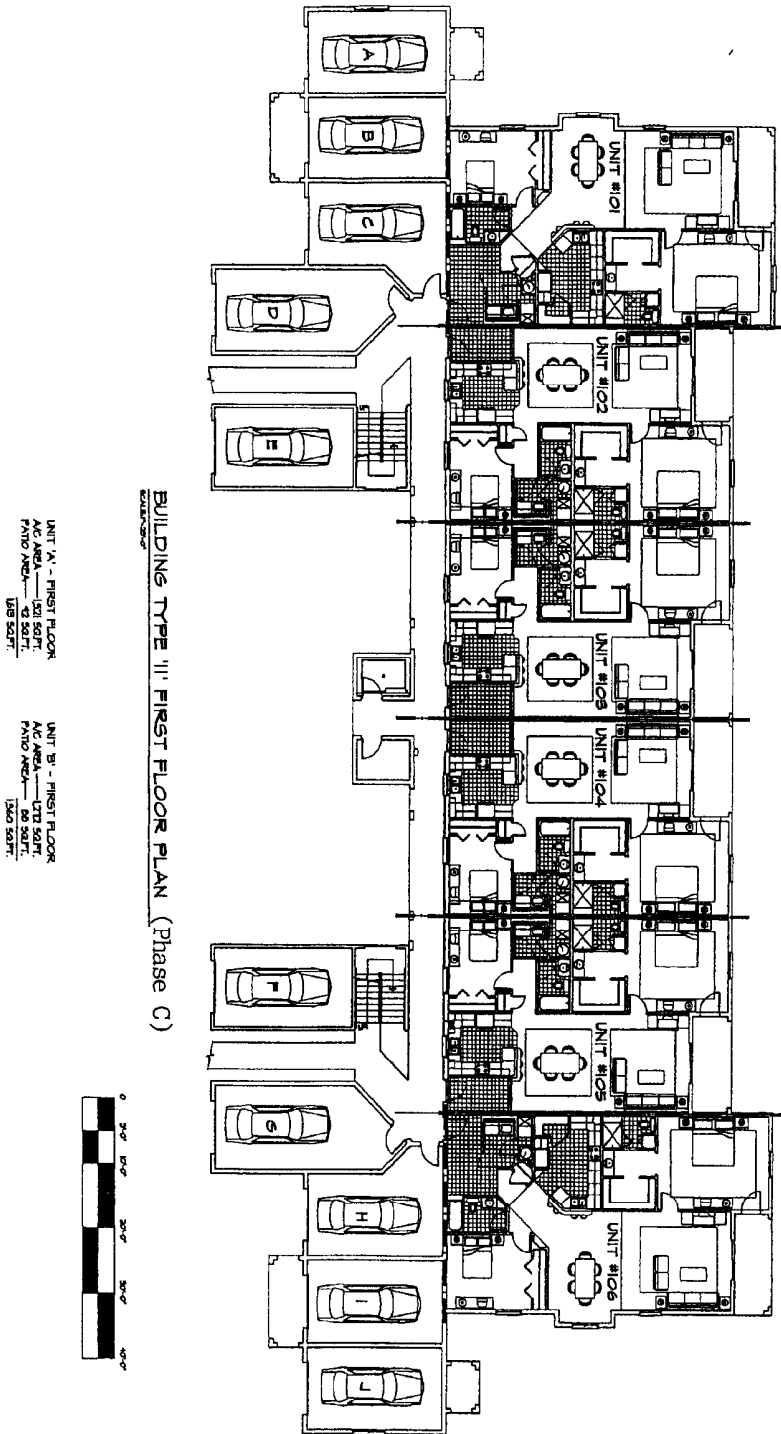
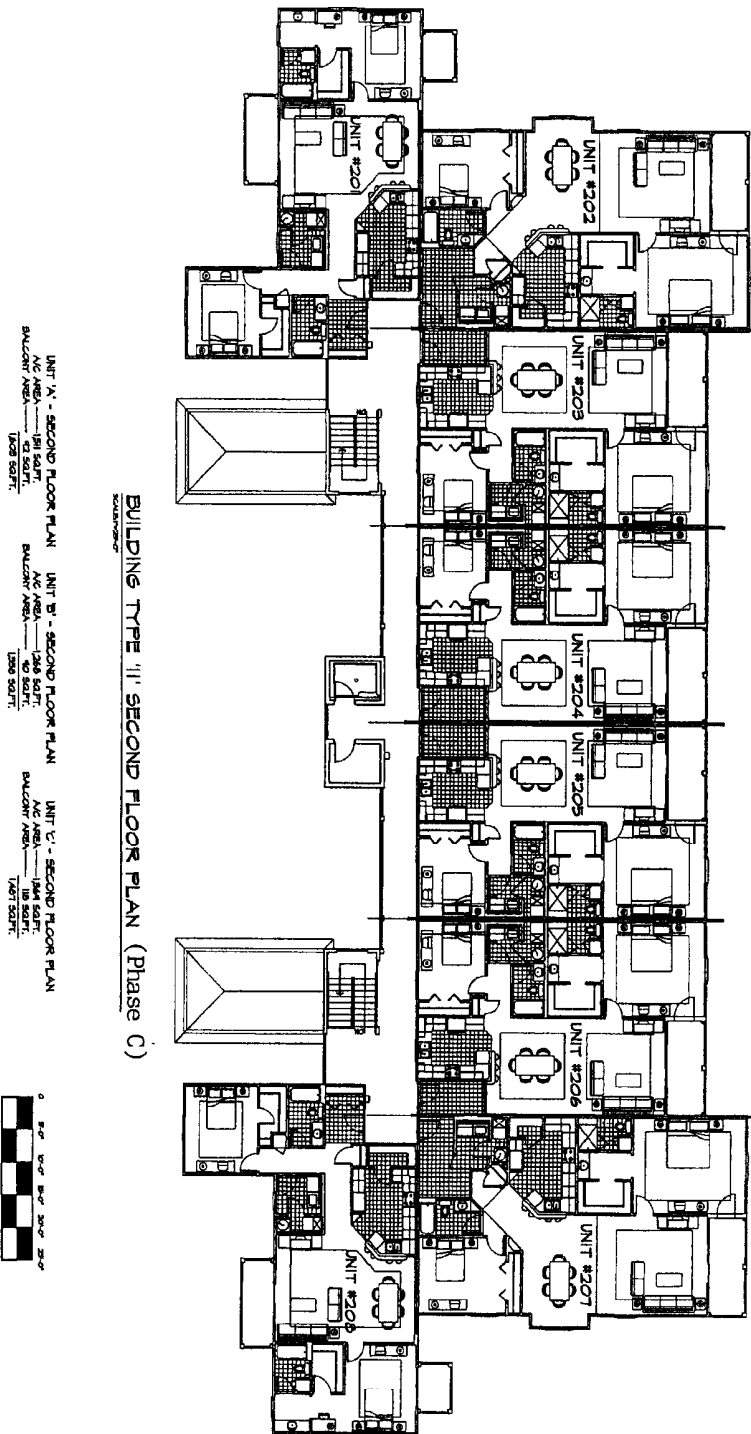


EXHIBIT D





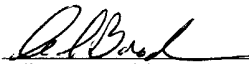
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

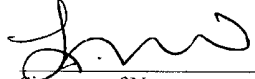
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase B of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase B of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase B can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 28 day of March, 2006.

  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 28 day of March, 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number W1A as identification.

  
\_\_\_\_\_  
Signature of Notary

Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD 354757  
My Commission Expires: 09-13-08


 Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

EXHIBIT E


**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

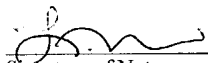
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

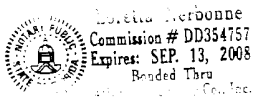
1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase C of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase C of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase C can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 26 day of April, 2006.

  
Albert D. Bradshaw, P. S. M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 26 day of April, 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number N/A as identification.

  
Signature of Notary  
Loretta Verbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD 354757  
My Commission Expires: Sep. 13, 2008





10

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**THIRD AMENDMENT**  
**TO DECLARATION OF CONDOMINIUM**  
**FOR**  
**BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM**  
**(Phase E)**

**THIS THIRD AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 24 day of August, 2006, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

- A. The Developer is the owner of the lands described on Exhibit "A" attached hereto; and
- B. The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and
- C. The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase E of the site plan attached on Exhibit "B" and on the Phase E building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phase E of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one-fifty-second ( $1/52^{\text{nd}}$ ).

4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

Angela Bunkelman  
Name: Angela Bunkelman

Elizabeth Robins  
By: Elizabeth Robins  
Its Managing Member

Larry E. Payton  
Name: Larry E. Payton

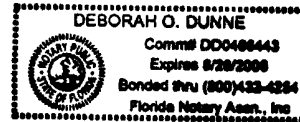
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

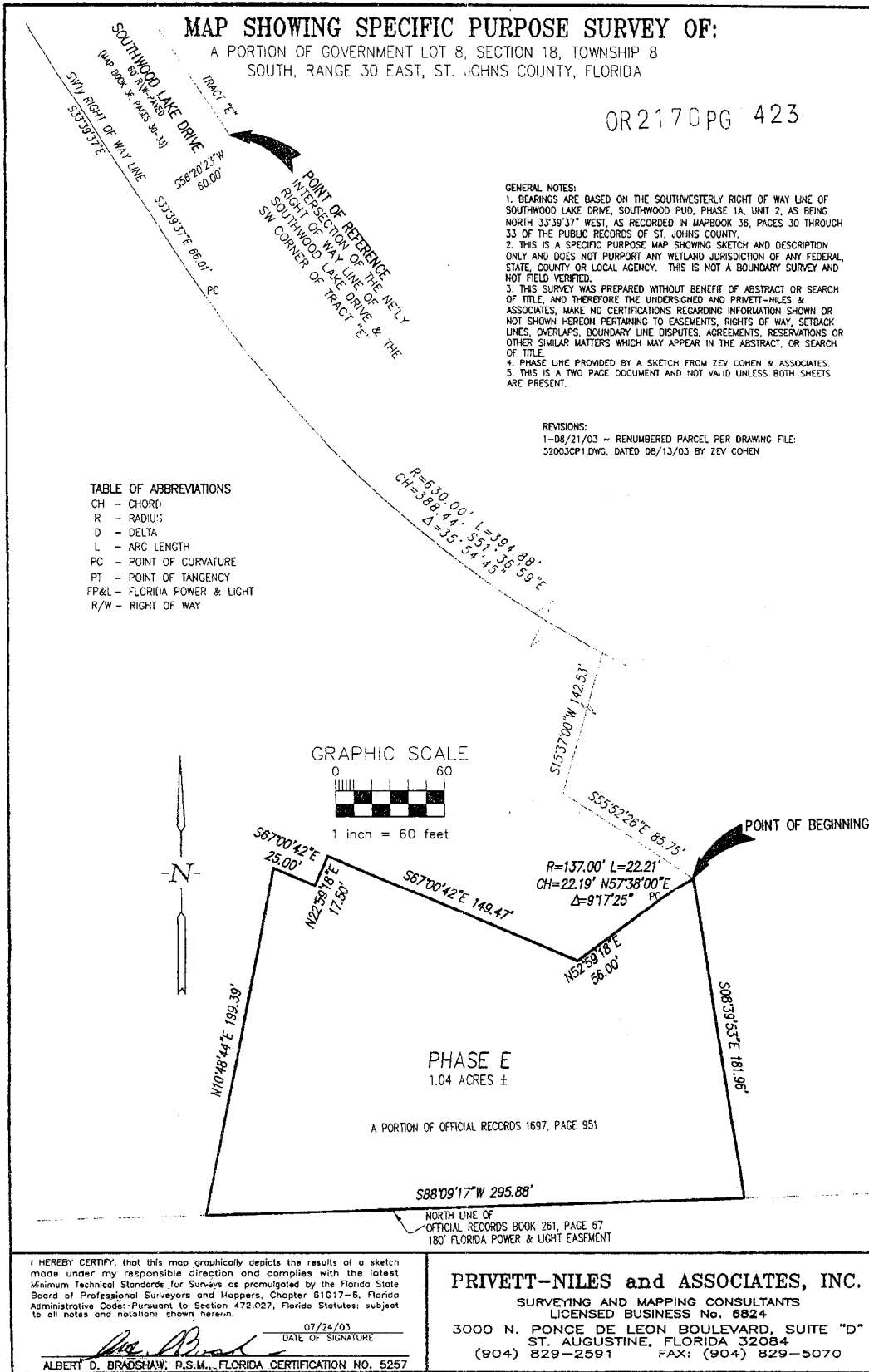
The foregoing instrument was acknowledged before me this 24 day of August, 2006, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.

Deborah O. Dunne  
Signature of Notary

Deborah O. Dunne  
Name of Notary

Commission Number: DD0466443  
My commission Expires: 8/28/2009





I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown herein.

07/24/03  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL E

OR 2170 PG 424

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET TO THE POINT OF BEGINNING;

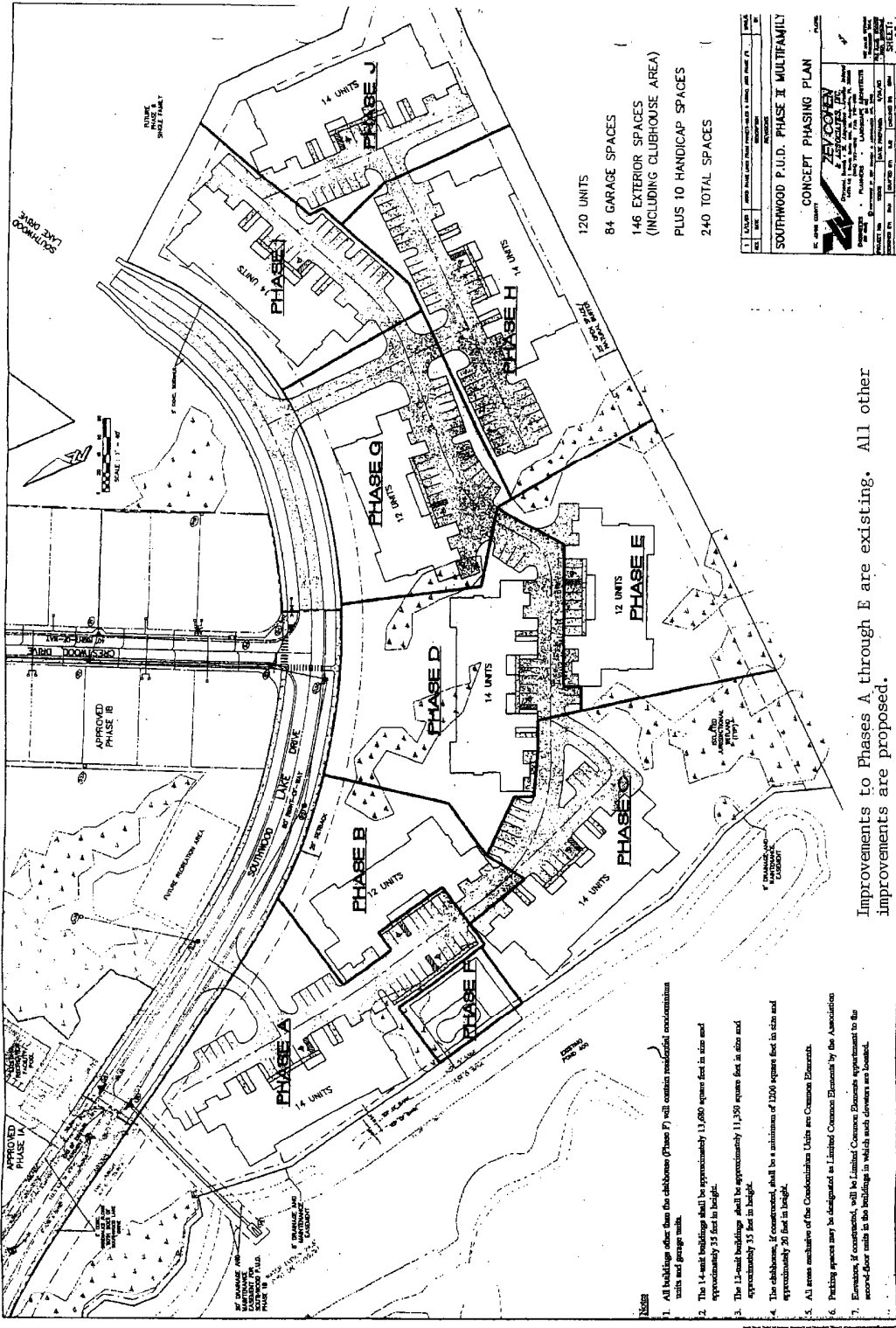
THENCE SOUTH 08°39'53" EAST, A DISTANCE OF 181.96 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 295.88 FEET; THENCE NORTH 10°48'44" EAST, A DISTANCE OF 199.39 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 22°59'18" EAST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 67°00'42" EAST, A DISTANCE OF 149.47 FEET; THENCE NORTH 52°59'18" EAST, A DISTANCE OF 58.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 137.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'25" AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°38'00" EAST, 22.19 FEET.

CONTAINING 45,138 SQUARE FEET OR 1.04 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824  
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 ST. AUGUSTINE, FLORIDA 32084  
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THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.





Improvements to Phases A through E are existing. All other improvements are proposed.

EXHIBIT B

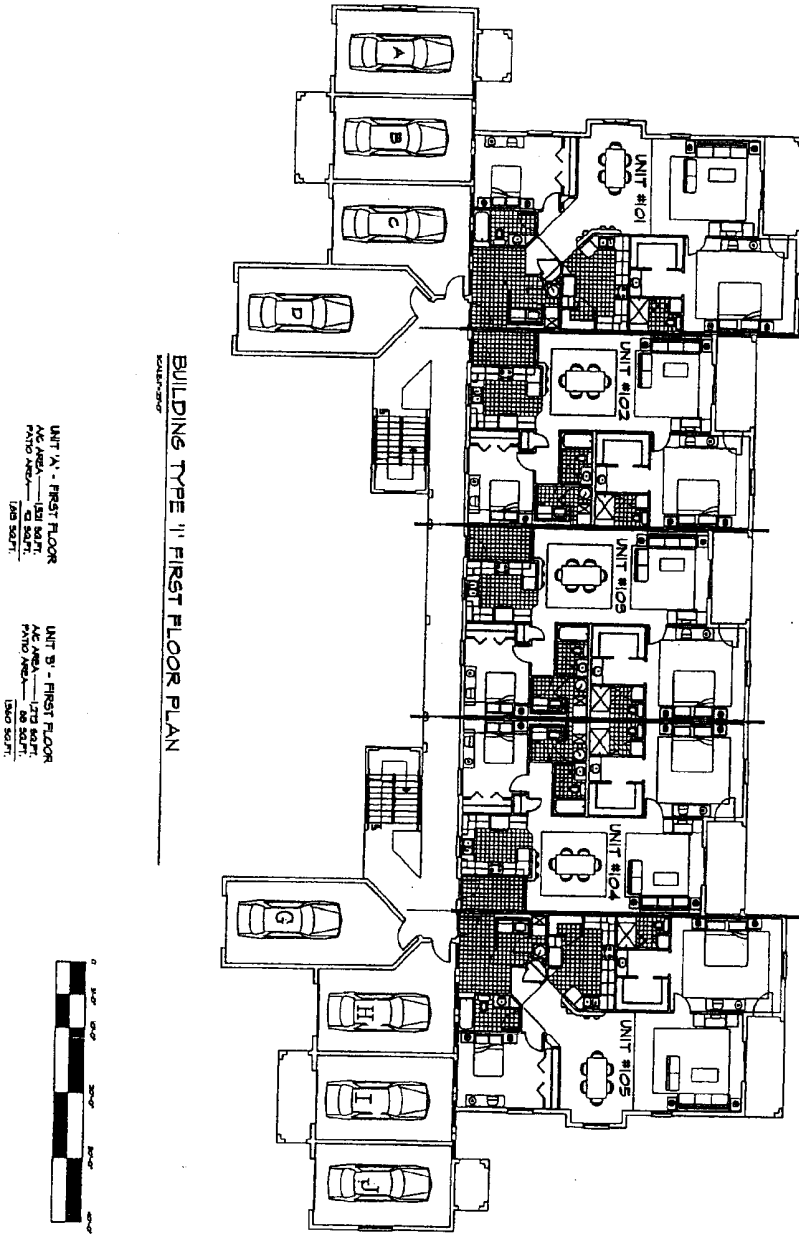
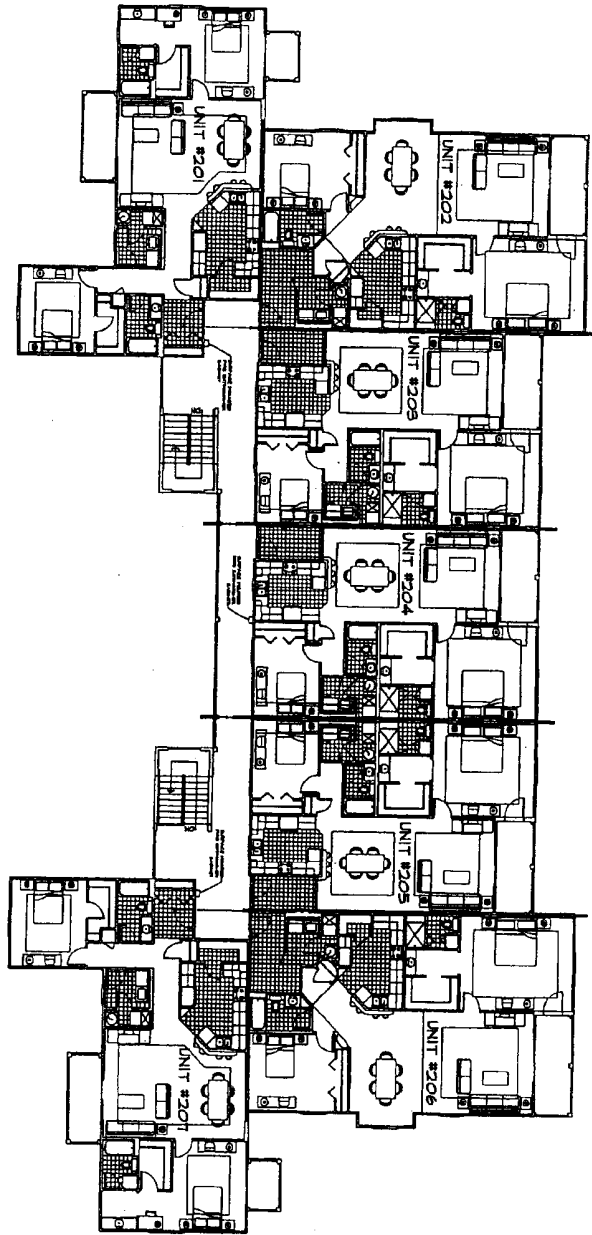


EXHIBIT C



BUILDING TYPE II SECOND FLOOR PLAN

UNIT V - SECOND FLOOR PLAN  
AC AREA - 311 SQ. FT.  
BALCONY AREA - 1209 SQ. FT.

UNIT B - SECOND FLOOR PLAN  
AC AREA - 1248 SQ. FT.  
BALCONY AREA - 1239 SQ. FT.

UNIT C - SECOND FLOOR PLAN  
AC AREA - 1241 SQ. FT.  
BALCONY AREA - 1241 SQ. FT.



**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE E)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase E shall be identified as set forth below:

Residential Units (first floor):

- E101
- E102
- E103
- E104
- E105

Residential Units (second floor):

- E201
- E202
- E203
- E204
- E205
- E206
- E207

Garage LCEs:

- E-A
- E-B
- E-C
- E-D
- E-G
- E-H
- E-I
- E-J

Exhibit D

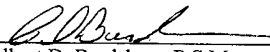
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

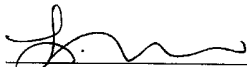
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase E of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase E of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase E can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 29 day of August, 2006.

  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 29 day of August, 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number 21A as identification.

  
\_\_\_\_\_  
Signature of Notary

Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08



EXHIBIT E

10

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**FOURTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM**

**(Phase D)**

**THIS FOURTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 17<sup>th</sup> day of October, 2006, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

**A.** The Developer is the owner of the lands described on Exhibit "A" attached hereto; and

**B.** The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and

**C.** The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase D of the site plan attached on Exhibit "B" and on the Phase D building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phase D of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one sixty-sixth (1/66<sup>th</sup>).

4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC,  
a Florida limited liability company

*Jan K. Goebel*  
Name: Jan K. Goebel

*Elizabeth Robins*  
By: Elizabeth Robins  
Its Managing Member

*Donna L. Watkins*  
Name: Donna L. Watkins

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2006, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is () personally known to me or () has produced a Florida driver's license as identification.



*Jan K. Goebel*  
Signature of Notary

Name of Notary \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_



**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 421

- GENERAL NOTES:
1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
  2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
  3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
  4. PHASE LINE PROVIDED BY A SKETCH FROM ZEY COHEN & ASSOCIATES.
  5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

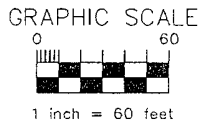
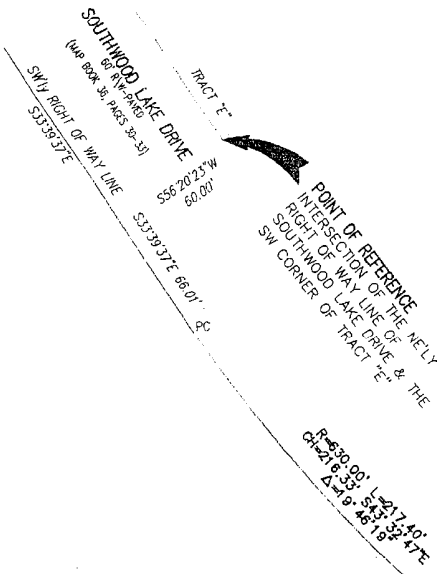
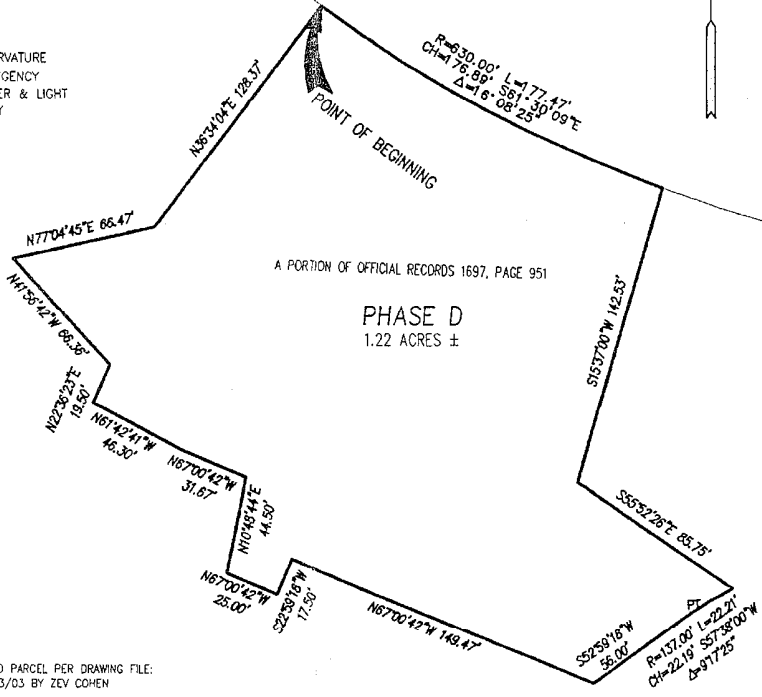


TABLE OF ABBREVIATIONS

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY



REVISIONS:  
 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
 52003CP1.DWG, DATED 08/13/03 BY ZEY COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards or Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 610.17-6, Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR 2170 PG 422

LEGAL DESCRIPTION: PHASE D

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'47" EAST, 216.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°08'25" AN ARC DISTANCE OF 177.47 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°30'09" EAST, 176.89 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 137.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'25" AN ARC DISTANCE OF 22.21 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°38'00" WEST, 22.19 FEET; THENCE SOUTH 52°59'18" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 149.47 FEET; THENCE SOUTH 22°59'18" WEST, A DISTANCE OF 17.50 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 10°48'44" EAST, A DISTANCE OF 44.50 FEET; THENCE NORTH 67°00'42" WEST, A DISTANCE OF 31.67 FEET; THENCE NORTH 61°42'41" WEST, A DISTANCE OF 46.30 FEET; THENCE NORTH 22°36'23" EAST, A DISTANCE OF 19.50 FEET; THENCE NORTH 41°56'42" WEST, A DISTANCE OF 66.36 FEET; THENCE NORTH 77°04'45" EAST, A DISTANCE OF 66.47 FEET; THENCE NORTH 36°34'04" EAST, A DISTANCE OF 128.37 FEET TO THE POINT OF BEGINNING.

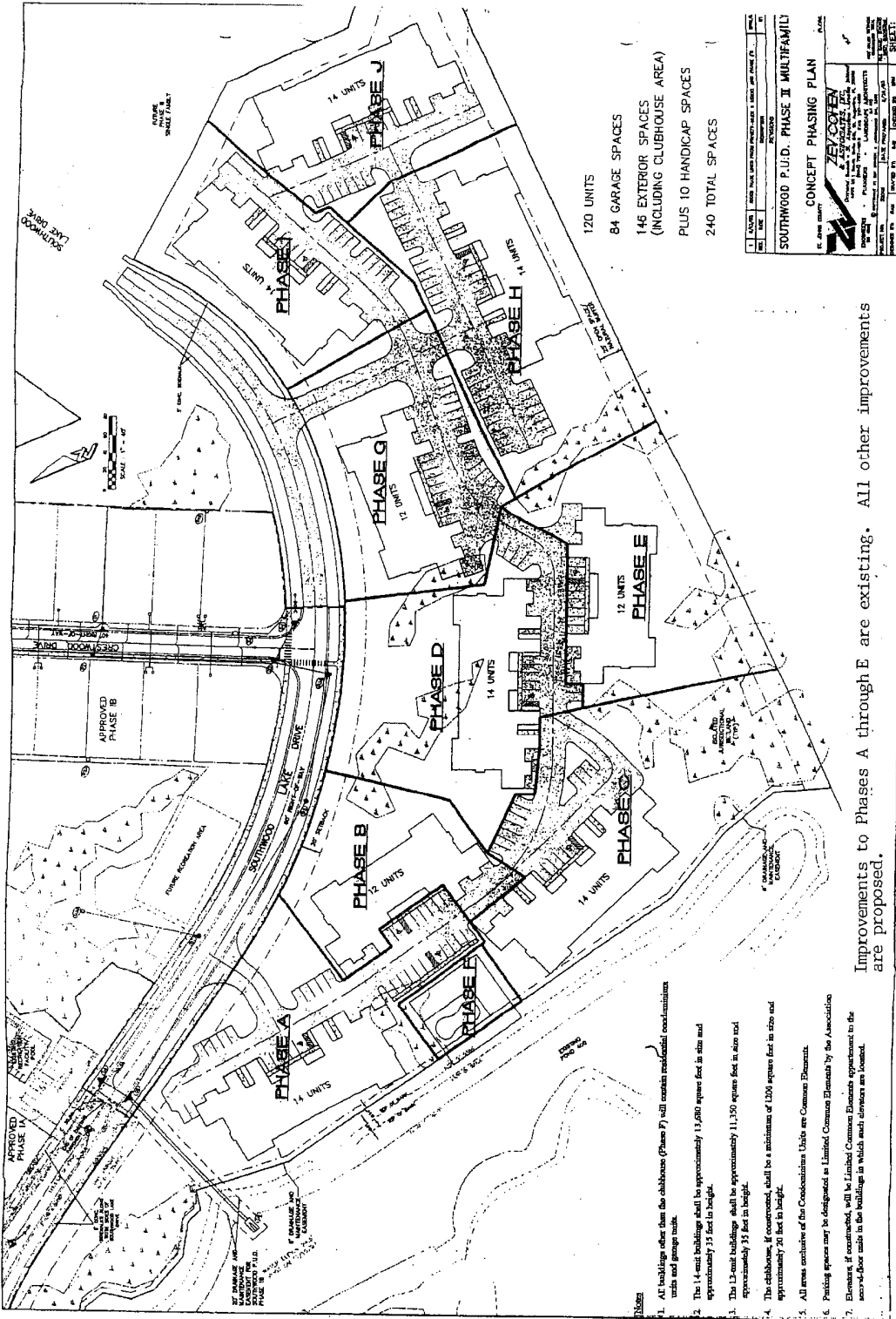
CONTAINING 53,114 SQUARE FEET OR 1.22 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.



Improvements to Phases A through E are existing. All other improvements are proposed.

EXHIBIT B

- NOTES**
1. All buildings other than the clubhouse (Phase F) will contain residential condominium units and garage units.
  2. The 14-unit buildings shall be approximately 13,680 square feet in size and approximately 35 feet in height.
  3. The 12-unit buildings shall be approximately 11,350 square feet in size and approximately 35 feet in height.
  4. The clubhouse, if constructed, shall be a minimum of 1200 square feet in size and approximately 20 feet in height.
  5. All areas constitutive of the Condominium Units are Common Elements.
  6. Parking spaces may be designated as Limited Common Elements by the Association.
  7. Elements, if constructed, will be Limited Common Elements appurtenant to the second-floor units in the buildings in which such elements are located.

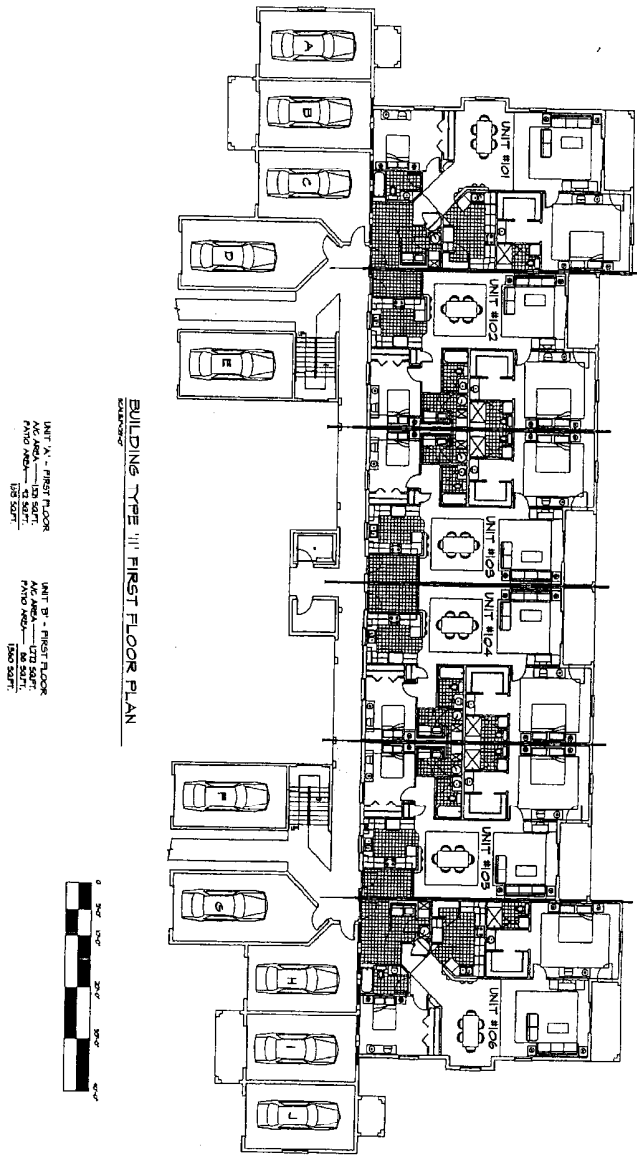
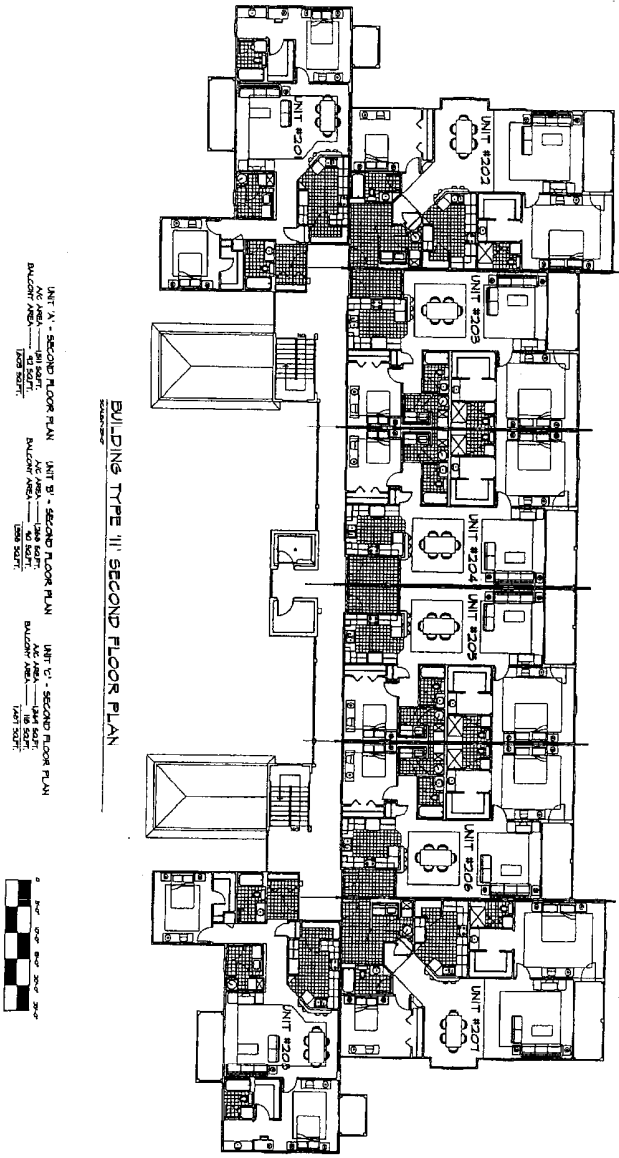


EXHIBIT C



**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE D)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase D shall be identified as set forth below:

Residential Units (first floor):           D101  
  D102  
  D103  
  D104  
  D105  
  D106

Residential Units (second floor):       D201  
  D202  
  D203  
  D204  
  D205  
  D206  
  D207  
  D208

Garage LCEs:                                 D-A  
  D-B  
  D-C  
  D-D  
  D-E  
  D-F  
  D-G  
  D-H  
  D-I  
  D-J

Exhibit D

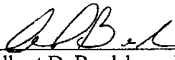
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

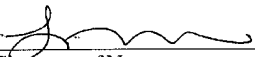
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase D of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase D of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase D can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 10 day of October, 2006.

  
\_\_\_\_\_  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 10 day of October, 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number NTA as identification.

  
\_\_\_\_\_  
Signature of Notary

Loretta Nerbonne  
\_\_\_\_\_  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08

 Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Through  
Atlantic Bonding Co., Inc.

10

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**FIFTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM  
(Phase G)**

**THIS FIFTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 30 day of November, 2006, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

- A.** The Developer is the owner of the lands described on Exhibit "A" attached hereto; and
- B.** The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and
- C.** The Developer is the only person who has record title to the land to be submitted to condominium ownership;



**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase G of the site plan attached on Exhibit "B" and on the Phase G building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase G of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.
2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.
3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one-seventy-eighth (1/78<sup>th</sup>).
4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.
5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

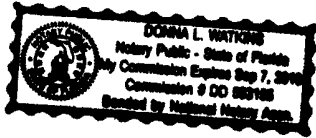
*Donna L. Watkins*  
Name: Donna L. Watkins

*[Signature]*  
By: Elizabeth Robins  
Its Managing Member

*Kimberly Martinez*  
Name: Kimberly Martinez

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30 day of November, 2006, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.

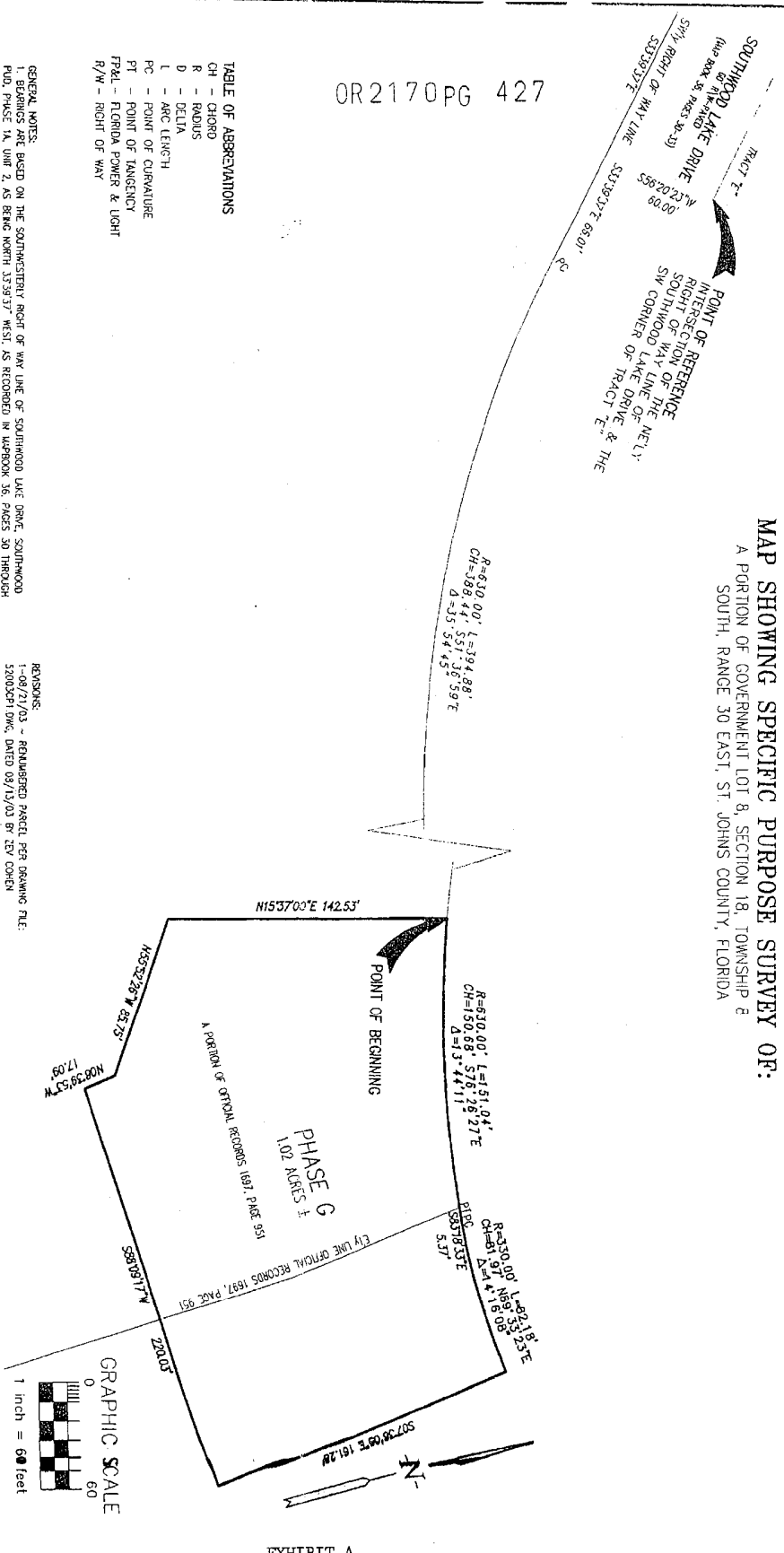


*Donna L. Watkins*  
Signature of Notary

Name of Notary \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

OR2170PG 427

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 6  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA



**TABLE OF ABBREVIATIONS**

CH - CHORD  
 R - RADIUS  
 D - DELTA  
 L - ARC LENGTH  
 PC - POINT OF CURVATURE  
 PT - POINT OF TANGENCY  
 P&L - FLORIDA POWER & LIGHT  
 R/W - RIGHT OF WAY

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD LAKE DRIVE, AND THE 2. AS BEING NORTH 33°33'37\"/>

**REVISIONS:**

1. 08/21/03 - RENUMBERED AREAS PER ISSUING FILE: 3000591 DWG, DATED 08/15/03 BY: ED CONER

I HEREBY CERTIFY, that the map graphically depicts the results of a sketch made under my responsible direction and compliance with the best of my skill and judgment, in accordance with the Florida Board of Professional Surveyors and Appraisers, Chapter 610.17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, subject to all notes and notations, shown hereon.

DATE OF SIGNATURE: 07/24/03

ALBERT D. BRAUSLAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 428

LEGAL DESCRIPTION: PHASE G

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'11" AN ARC DISTANCE OF 151.04 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°26'27" EAST, 150.68 FEET; THENCE SOUTH 83°18'33" EAST, A DISTANCE OF 5.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°16'08" AN ARC DISTANCE OF 82.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°33'23" EAST, 81.97 FEET; THENCE SOUTH 07°36'05" EAST, A DISTANCE OF 161.28 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 220.03 FEET; THENCE NORTH 08°39'53" WEST, A DISTANCE OF 17.09 FEET; THENCE NORTH 55°52'26" WEST, A DISTANCE OF 85.75 FEET; THENCE NORTH 15°37'00" EAST, A DISTANCE OF 142.53 TO THE POINT OF BEGINNING.

CONTAINING 44,269 SQUARE FEET OR 1.02 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**  
SURVEYING AND MAPPING CONSULTANTS  
~~LICENSED BUSINESS NO. 4884~~  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

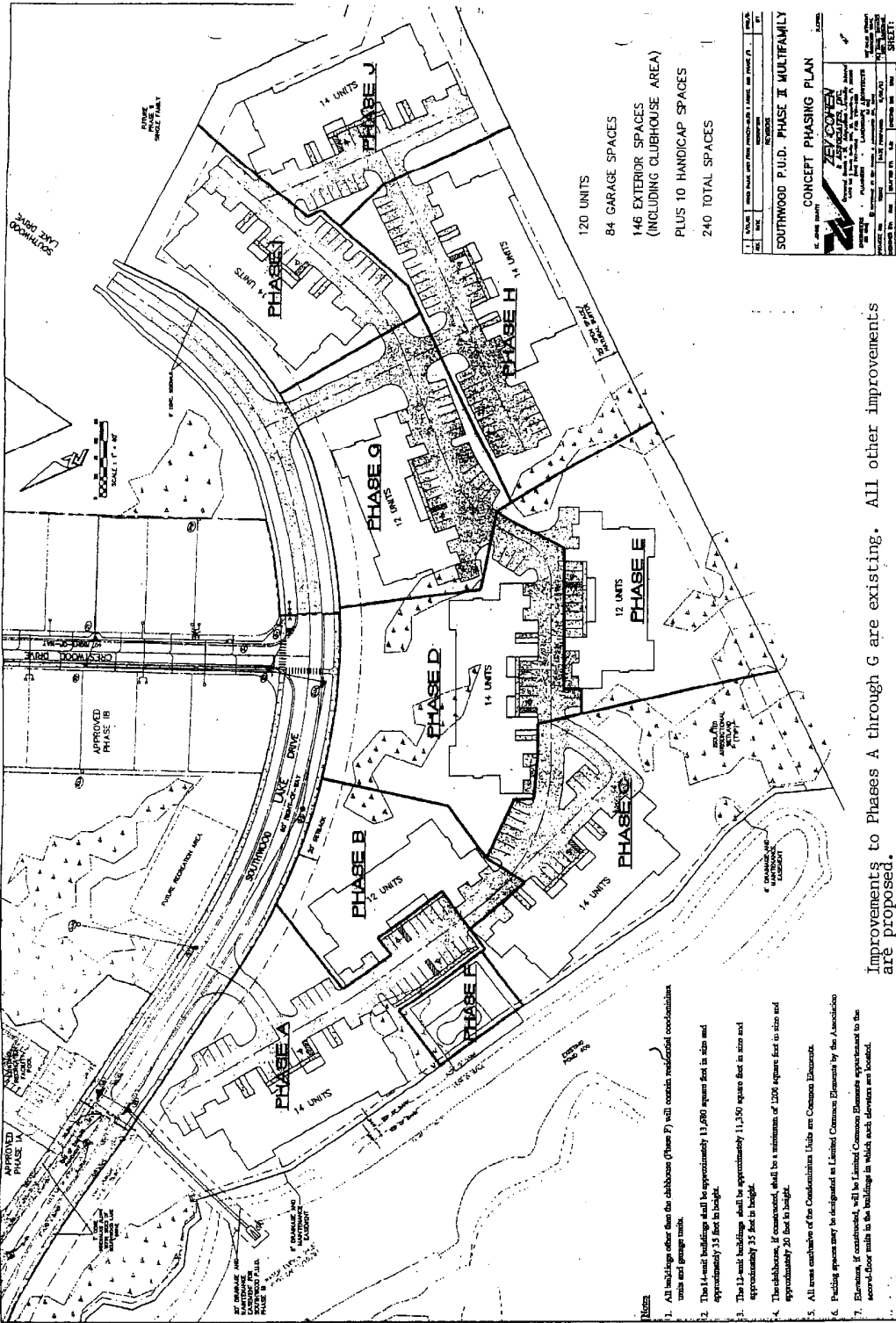


EXHIBIT B

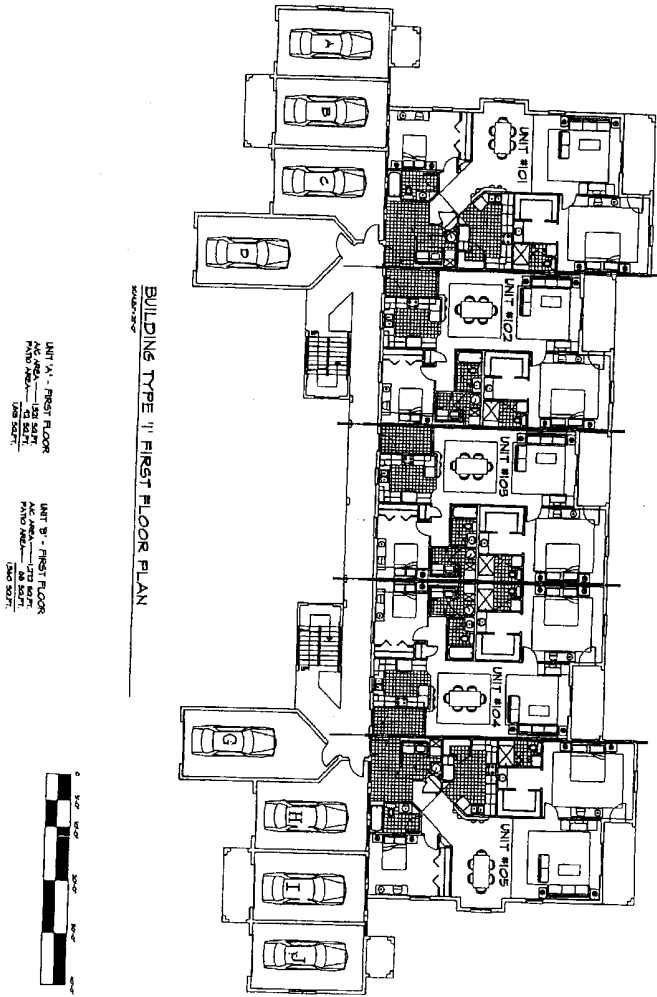
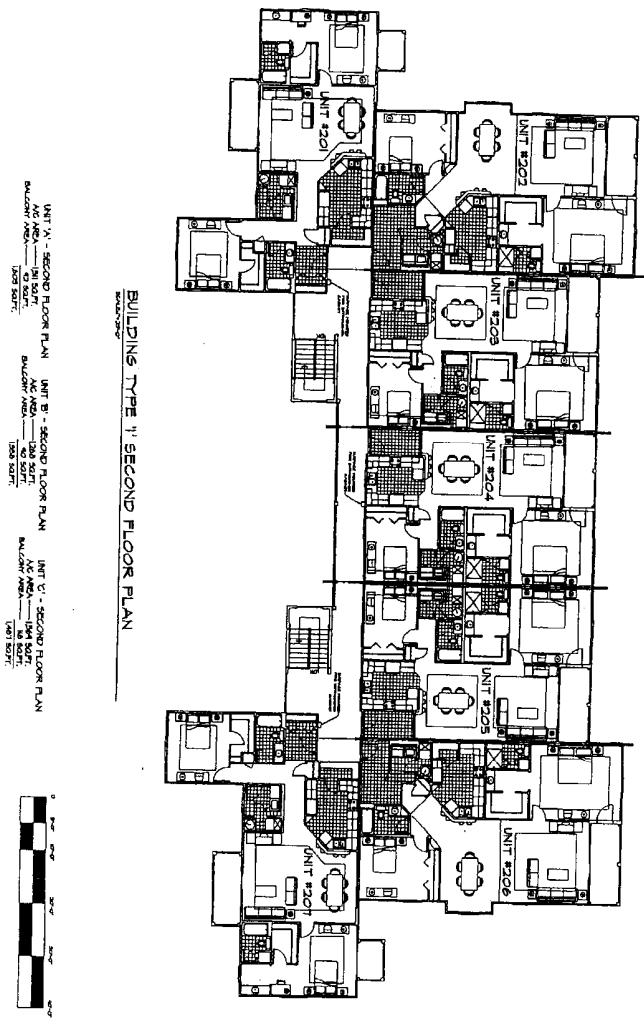


EXHIBIT C



**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE G)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase G shall be identified as set forth below:

- |                                   |      |
|-----------------------------------|------|
| Residential Units (first floor):  | G101 |
|                                   | G102 |
|                                   | G103 |
|                                   | G104 |
|                                   | G105 |
| <br>                              |      |
| Residential Units (second floor): | G201 |
|                                   | G102 |
|                                   | G203 |
|                                   | G204 |
|                                   | G205 |
|                                   | G206 |
|                                   | G207 |
| <br>                              |      |
| Garage LCEs:                      | G-A  |
|                                   | G-B  |
|                                   | G-C  |
|                                   | G-D  |
|                                   | G-G  |
|                                   | G-H  |
|                                   | G-I  |
|                                   | G-J  |

Exhibit D



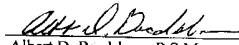
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS


BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase G of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase G of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase G can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 28 day of November, 2006

  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 28 day of November 2006 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number N/A as identification.

  
Signature of Notary  
Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08


 Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

EXHIBIT E

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**SIXTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM  
(Phase F)**

**THIS SIXTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 11<sup>th</sup> day of January, 2007, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

**A.** The Developer is the owner of the lands described on Exhibit "A" attached hereto; and

**B.** The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and

**C.** The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase F of the site plan attached on Exhibit "B" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phase E of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The Phase F improvements consist of recreational facilities. No Units are being added to the Condominium; therefore, the undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall remain one seventy-eighth (1/78<sup>th</sup>).

3. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "C" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

4. In all other respects, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered  
in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC,  
a Florida limited liability company

Jan K. Goebel  
Name: Jan K. Goebel

Elizabeth Robins  
By: Elizabeth Robins  
Its Managing Member

Donna L. Watkins  
Name: Donna L. Watkins

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2007, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.

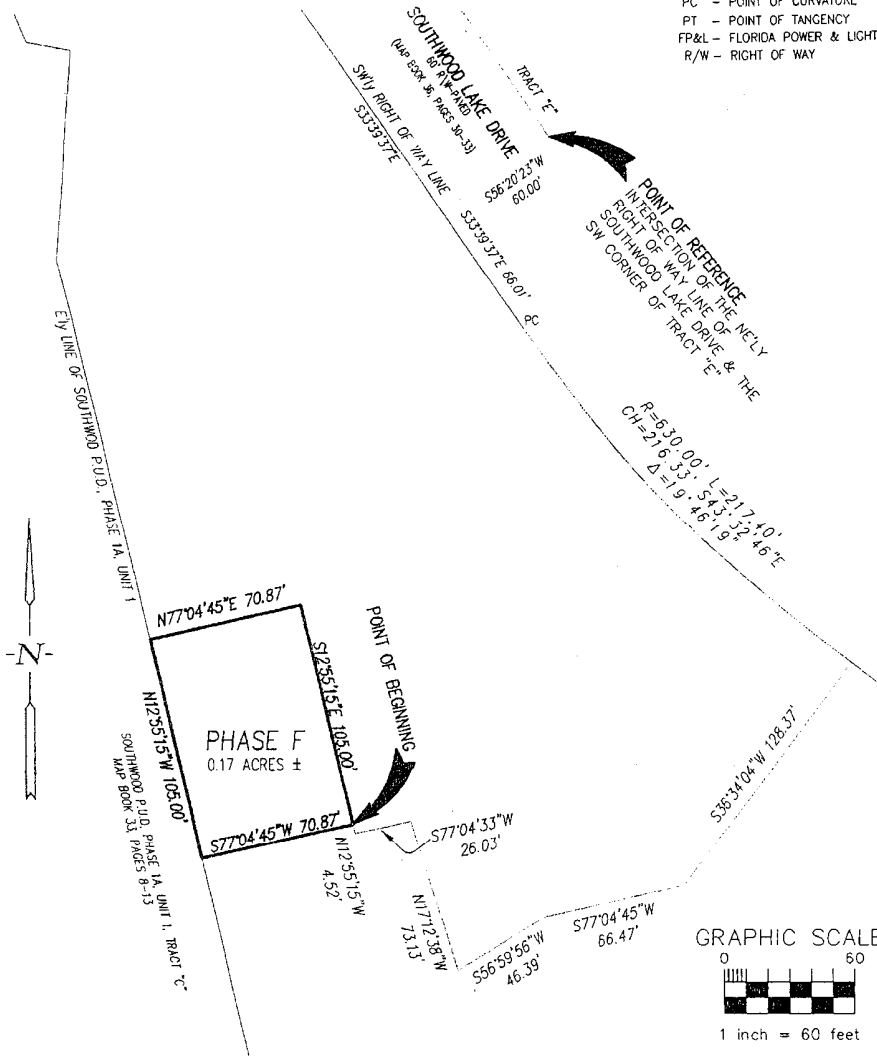


Jan K. Goebel  
Signature of Notary  
Name of Notary  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA OR2170PG 425

**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY



**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**  
 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
 52003CP1.DWG, DATED 08/13/03 BY ZEV COHEN

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys, as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-5, Florida Administrative Code; Paragraph to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

PROJECT NO. 600--004

DRAWING NO. 600004MF--SD.dwg

PRIVETT A

SHEET 1 OF 2

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 426

LEGAL DESCRIPTION: PHASE F

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGE 951; AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°46'19", AN ARC DISTANCE OF 217.40 FEET AND THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°32'47" EAST, 216.33 FEET; THENCE SOUTH 36°34'04" WEST, A DISTANCE OF 128.37 FEET; THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 66.47 FEET; THENCE SOUTH 56°59'56" WEST, A DISTANCE OF 46.39 FEET; THENCE NORTH 17°12'38" WEST, A DISTANCE OF 73.13 FEET; THENCE SOUTH 77°04'33" WEST, A DISTANCE OF 26.03 FEET; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 4.52 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°04'45" WEST, A DISTANCE OF 70.87 FEET TO A POINT ON THE EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12°55'15" WEST, A DISTANCE OF 105.00 FEET ALONG SAID EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 77°04'45" EAST, DEPARTING SAID EASTERLY LINE OF SOUTHWOOD P.U.D., PHASE 1A, UNIT 1, TRACT "C", MAP BOOK 33, PAGES 8 THROUGH 13 OF THE PUBLIC RECORDS OF SAID COUNTY A DISTANCE OF 70.87 FEET; THENCE SOUTH 12°55'15" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7.441 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

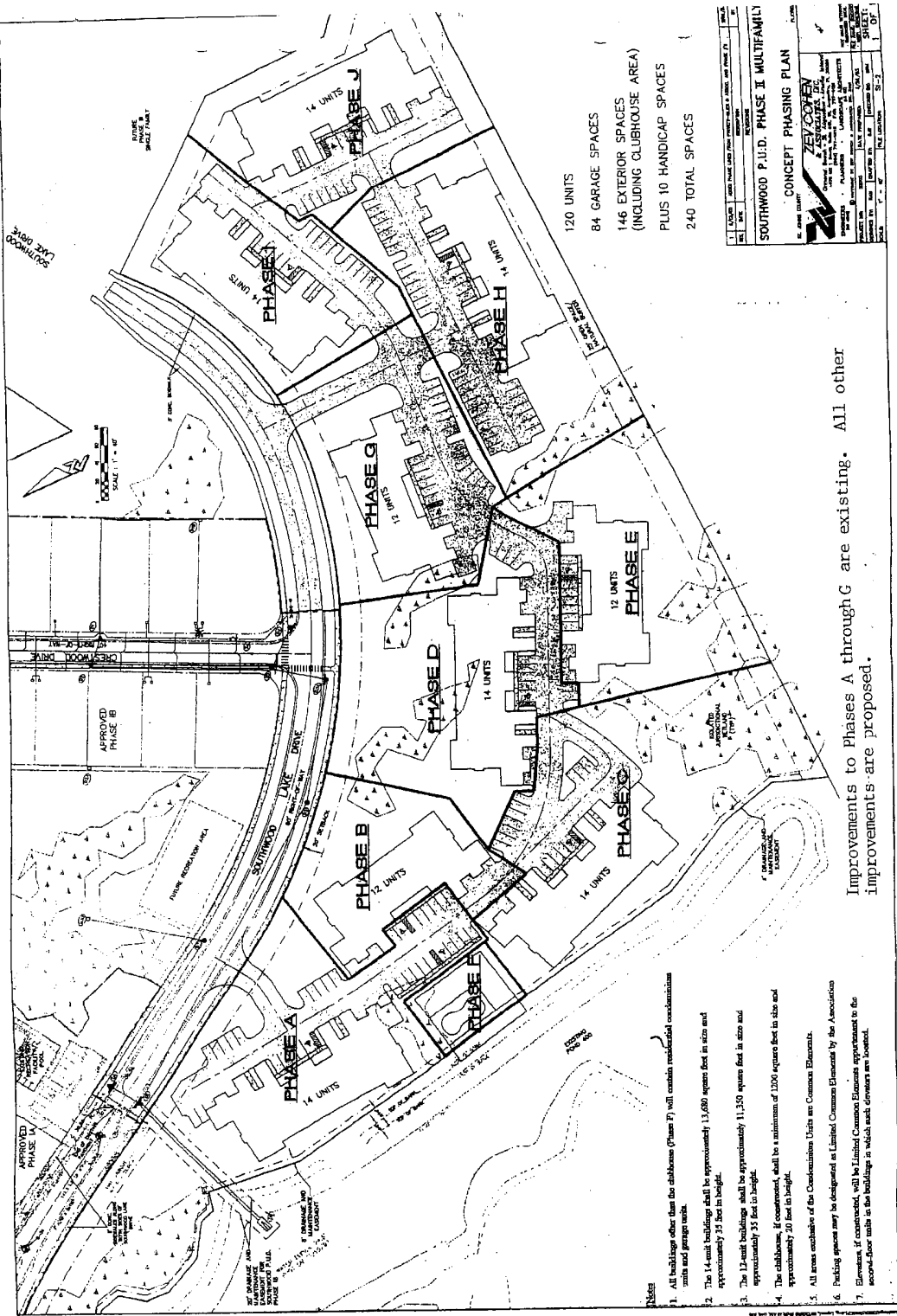
**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

PROJECT NO. 600-004

DRAWING NO: 800004MF-SD.dwg (MF-F)

SHEET 2 OF 2



Improvements to Phases A through G are existing. All other improvements are proposed.

- NOTES**
1. All buildings other than the clubhouse (Phase F) will contain residential condominium units and garage units.
  2. The 14-unit buildings shall be approximately 13,650 square feet in size and approximately 35 feet in height.
  3. The 12-unit buildings shall be approximately 11,350 square feet in size and approximately 35 feet in height.
  4. The clubhouse, if constructed, shall be a minimum of 1,000 square feet in size and approximately 20 feet in height.
  5. All areas exclusive of the Condominium Units are Common Elements.
  6. Parking spaces may be designated as Limited Common Elements by the Association.
  7. Elevators, if constructed, will be Limited Common Elements appurtenant to the second-floor units in the buildings in which such elevators are located.

EXHIBIT B


**SURVEYOR'S CERTIFICATE  
FOR  
BELLE HAVEN OF ST. AUGUSTINE,  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase F of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase F of the condominium and that the identification, location and dimensions of the common elements in Phase F can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 10 day of January 2007

  
\_\_\_\_\_  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 10th day of January 2007 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number DLA as identification.



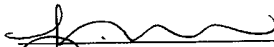
  
\_\_\_\_\_  
Signature of Notary  
Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08

EXHIBIT "C"



10

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**SEVENTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM  
(Phase I)**

**THIS SEVENTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 11<sup>th</sup> day of January, 2007, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

- A. The Developer is the owner of the lands described on Exhibit "A" attached hereto; and
- B. The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and
- C. The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE,** the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase I of the site plan attached on Exhibit "B" and on the Phase I building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phase I of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one ninety-second (1/92nd).

4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

Jan K. Goebel  
Name: Jan K. Goebel

Elizabeth Robins  
By: Elizabeth Robins  
Its Managing Member

Donna L. Watkins  
Name: Donna L. Watkins

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2007, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is ( ) personally known to me or ( ) has produced a Florida driver's license as identification.

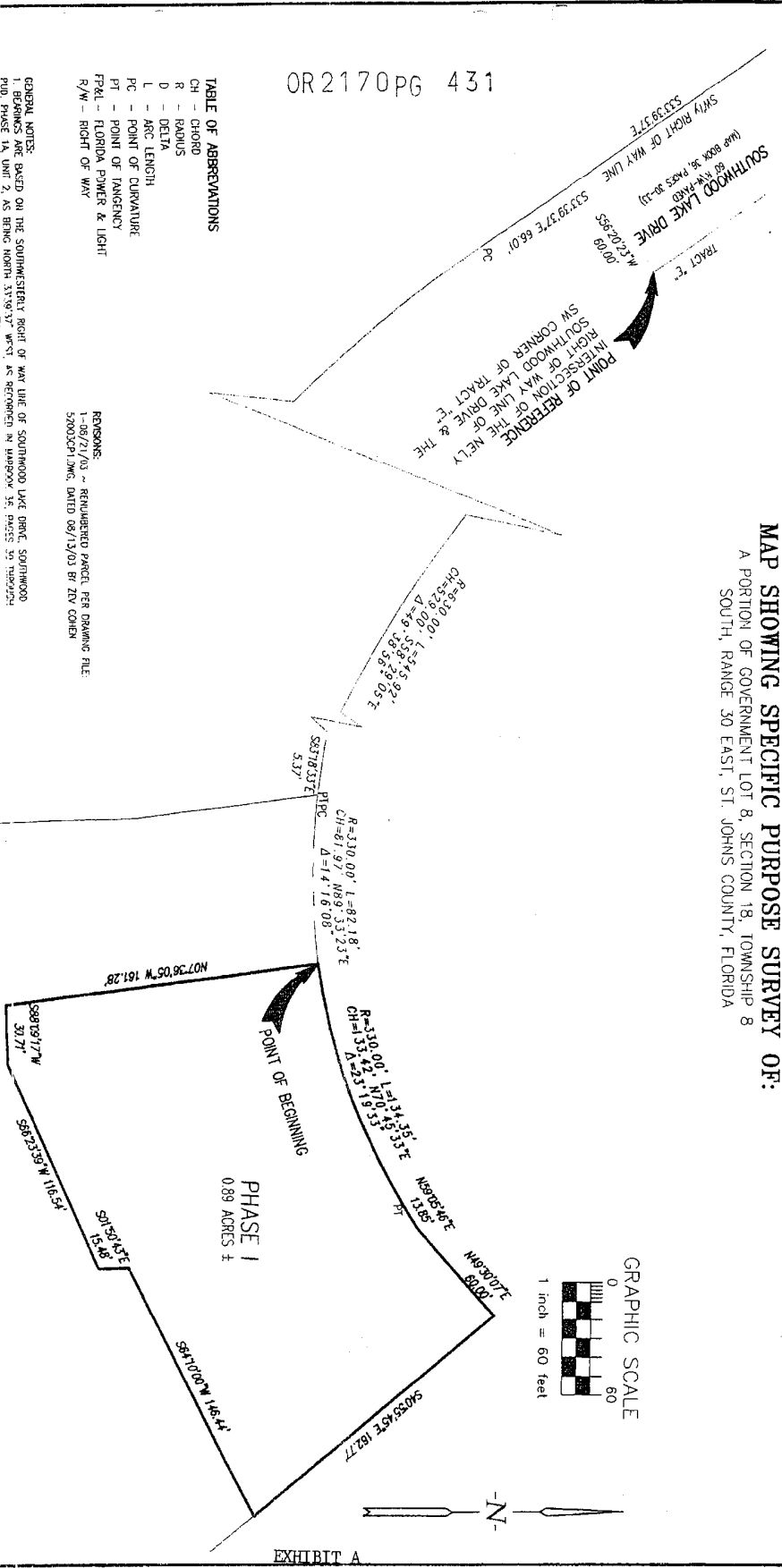


Jan K. Goebel  
Signature of Notary

Name of Notary \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

OR2170PG 431

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FRL - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

**REVISIONS:**  
 1-30/21/03 ~ RECURVED PERCE PER DRAWING FILE  
 5/00/21/03, DATED 06/15/03 BY ZEV COHEN

**GENERAL NOTES:**  
 1. REVISIONS ARE BASED ON THE SOUTHWESTERN RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PHASE I, UNIT 2, AS BEING NORTH 33°08'17" WEST, AS RECORDED IN PARAGRAPH 35, PAGE 50, MAP 2002-23 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.  
 2. THIS IS A SPECIFIC PURPOSE SURVEY AND OCCUPATION ONLY AND DOES NOT PURPORT ANY METEOROLOGICAL, FEDERAL, STATE, COUNTY OR LOCAL AGENCY.  
 3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF SEARCH OF TITLE AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SERVICE LINES, OVERHEADS, BOUNDARY LINE RESURVEY, ABUTMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.  
 4. THIS SURVEY WAS CONDUCTED BY A SURVEYOR AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.  
 5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest provisions of the Florida Statutes, Chapter 47, Part 1, Florida Board of Professional Surveyors and Mappers, Chapter 61017-6, Florida Administrative Code, pursuant to Section 472027, Florida Statutes; subject to all notes and notations shown hereon.

DATE OF SIGNATURE: 07/24/03  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS NO. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

EXHIBIT A

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8  
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 432

LEGAL DESCRIPTION: PHASE 1

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°38'56", AN ARC DISTANCE OF 545.92 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°29'05" EAST, 529.00 FEET; THENCE SOUTH 83°18'33" EAST, A DISTANCE OF 5.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°16'08" AN ARC DISTANCE OF 82.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°33'23" EAST, 81.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°19'33" AN ARC DISTANCE OF 134.35 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°45'33" EAST, 133.42 FEET; THENCE NORTH 59°05'46" EAST, A DISTANCE OF 13.85 FEET; THENCE NORTH 49°30'07" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 40°55'45" EAST, A DISTANCE OF 162.77 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 146.44 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 15.48 FEET; THENCE SOUTH 66°23'39" WEST, A DISTANCE OF 116.54 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 30.71 FEET; THENCE NORTH 07°36'05" WEST, A DISTANCE OF 161.28 FEET TO THE POINT OF BEGINNING.

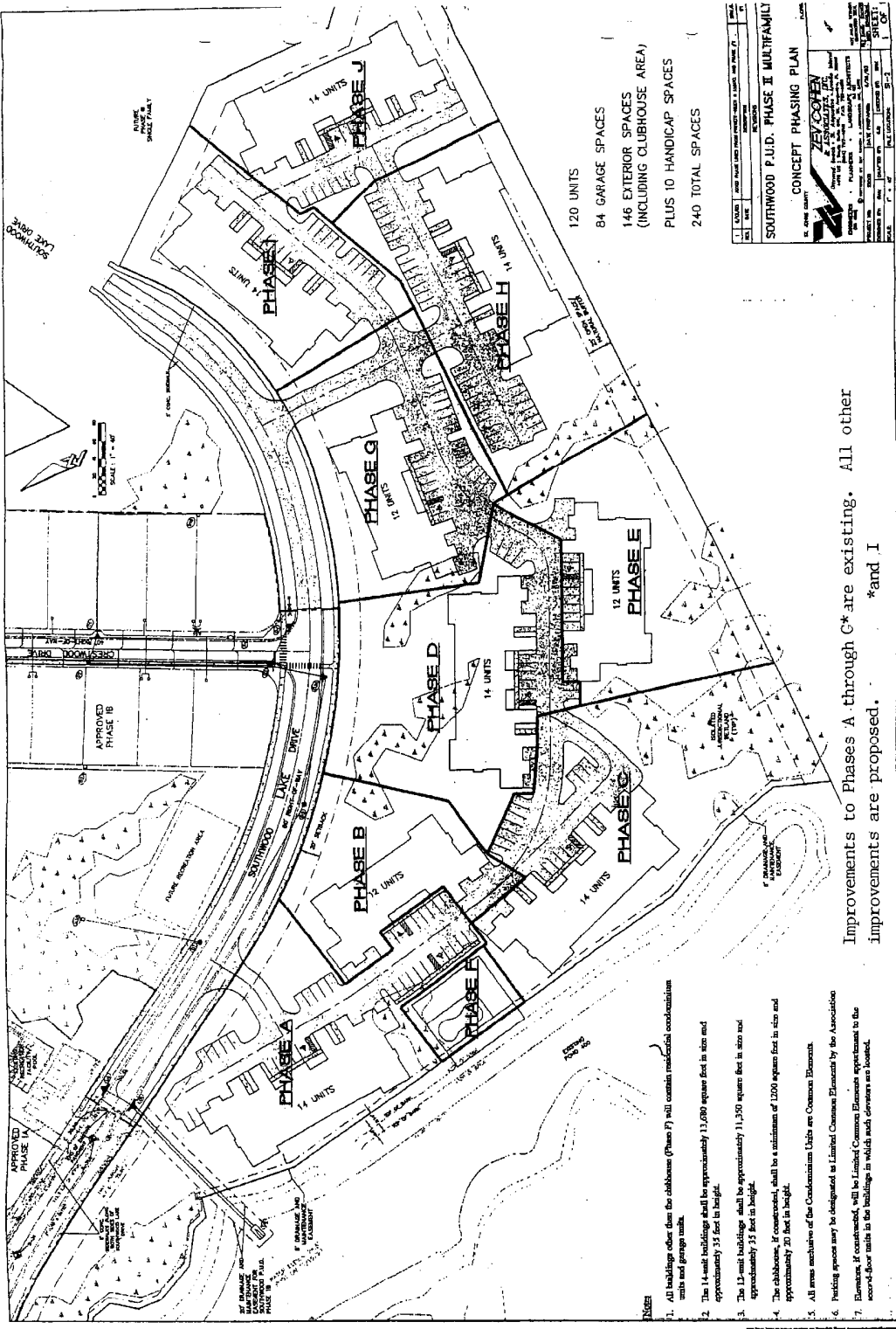
CONTAINING 38,556 SQUARE FEET OR 0.89 ACRES MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.



Improvements to Phases A through C\* are existing. All other improvements are proposed. \*and I

EXHIBIT B

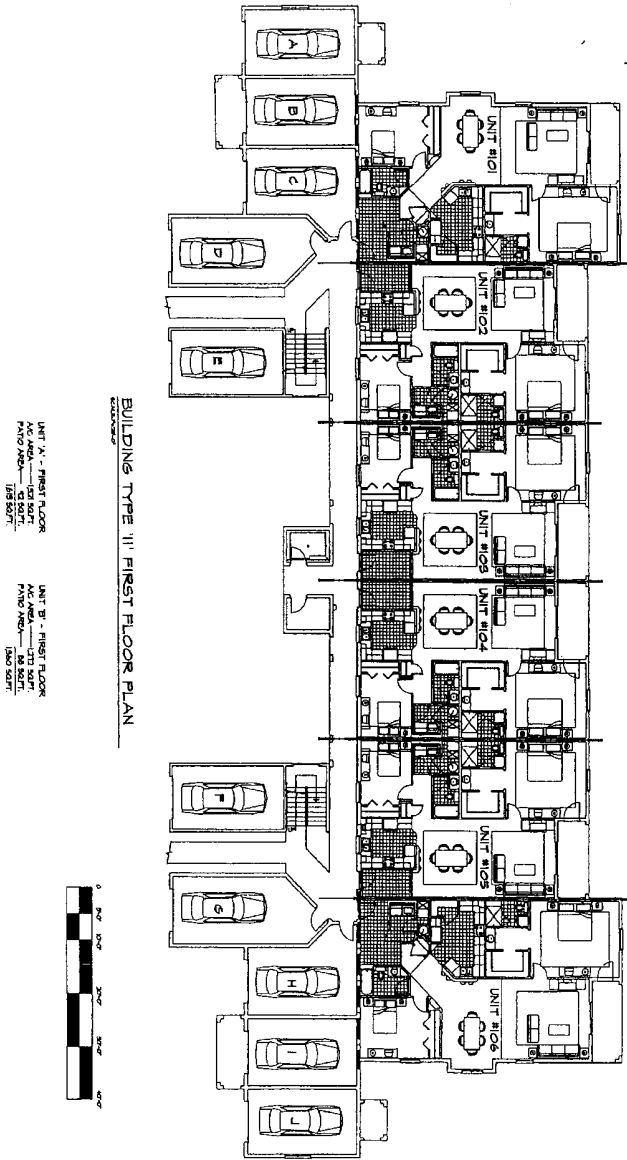
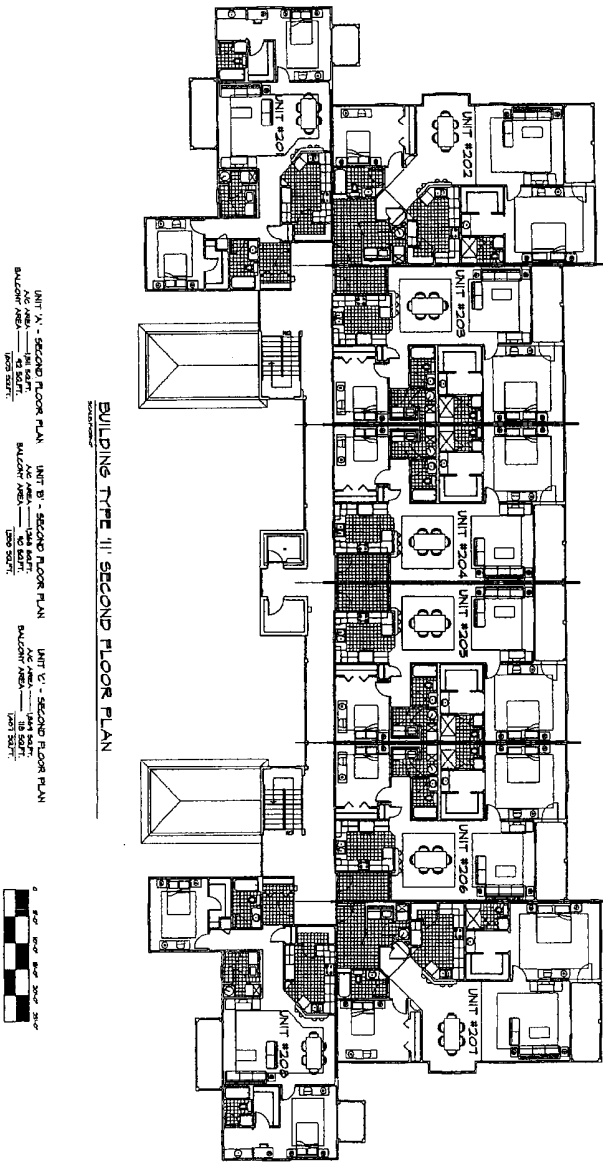


EXHIBIT C



BUILDING TYPE II, SECOND FLOOR PLAN

UNIT #1 - SECOND FLOOR PLAN  
A/C AREA: 45 SQ. FT.  
BALCONY AREA: 50 SQ. FT.

UNIT #1 - SECOND FLOOR PLAN  
A/C AREA: 45 SQ. FT.  
BALCONY AREA: 50 SQ. FT.

UNIT #1 - SECOND FLOOR PLAN  
A/C AREA: 45 SQ. FT.  
BALCONY AREA: 50 SQ. FT.





**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**

**(PHASE I)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase I shall be identified as set forth below:

Residential Units (first floor): I101  
I102  
I103  
I104  
I105  
I106

Residential Units (second floor): I201  
I202  
I203  
I204  
I205  
I206  
I207  
I208

Garage LCEs: I-A  
I-B  
I-C  
I-D  
I-E  
I-F  
I-G  
I-H  
I-I  
I-J

Exhibit D

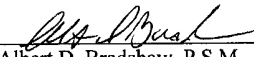
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

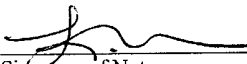
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase I of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase I of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase I can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 11 day of January, 2007.

  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 11 day of January, 2007 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number W 1A as identification.

  
\_\_\_\_\_  
Signature of Notary

Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09-13-08



EXHIBIT E

10

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**EIGHTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
FOR  
BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM  
(Phase H)**

**THIS EIGHTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 27<sup>th</sup> day of February, 2007, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

- A. The Developer is the owner of the lands described on Exhibit "A" attached hereto; and
- B. The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and
- C. The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE**, the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase H of the site plan attached on Exhibit "B" and on the Phase H building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718; Florida Statutes, as Phase H of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one-one hundred and sixth ( $1/106^{\text{th}}$ ).

4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

JAN K. GOEBEL  
Name: JAN K. GOEBEL

Elizabeth Robins  
By: Elizabeth Robins  
Its Managing Member

Donna L. Watkins  
Name: DONNA L. WATKINS

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27th day of February, 2007, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.



JAN K. GOEBEL  
Signature of Notary

Name of Notary  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF GOVERNMENT LOT 2, SECTION 18, TOWNSHIP 8  
 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

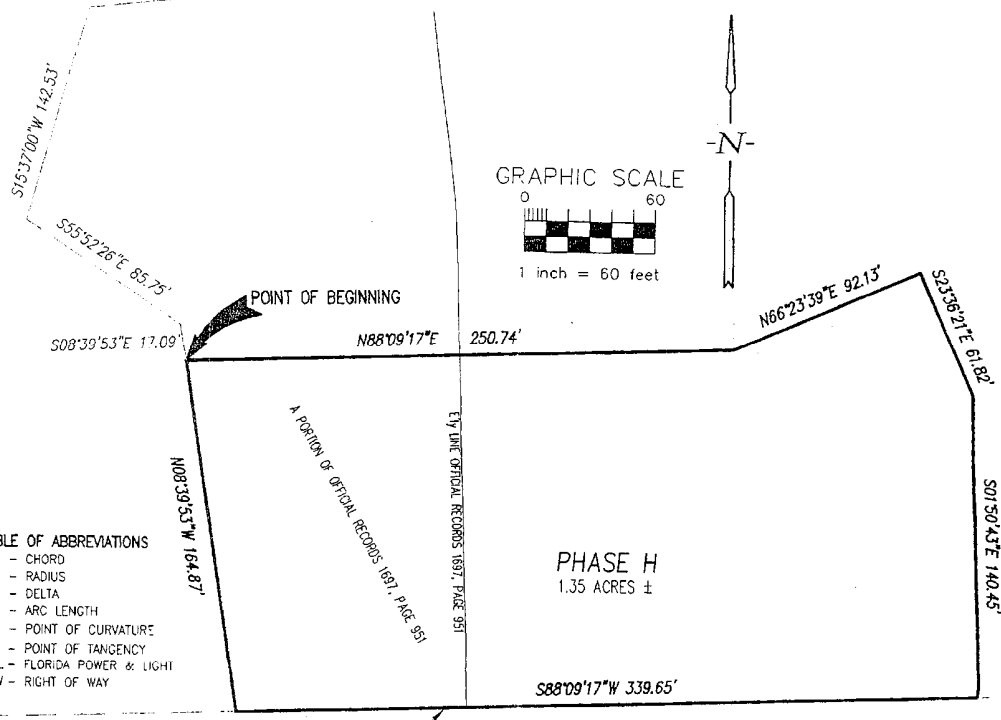
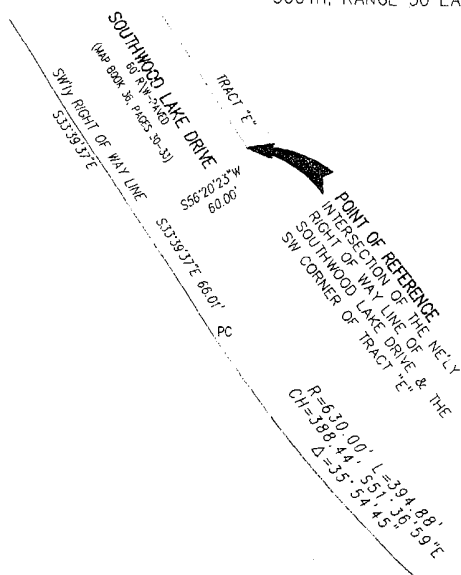
OR2170PG 429

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE, SOUTHWOOD PUD, PHASE 1A, UNIT 2, AS BEING NORTH 33°39'37" WEST, AS RECORDED IN MAPBOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
2. THIS IS A SPECIFIC PURPOSE MAP SHOWING SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY. THIS IS NOT A BOUNDARY SURVEY AND NOT FIELD VERIFIED.
3. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. PHASE LINE PROVIDED BY A SKETCH FROM ZEV COHEN & ASSOCIATES.
5. THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

**REVISIONS:**

- 1-08/21/03 ~ RENUMBERED PARCEL PER DRAWING FILE:  
 52003CP1.DWG, DATED 08/13/03 BY ZEV COHEN



**TABLE OF ABBREVIATIONS**

- CH - CHORD
- R - RADIUS
- D - DELTA
- L - ARC LENGTH
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- FP&L - FLORIDA POWER & LIGHT
- R/W - RIGHT OF WAY

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code: Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

07/24/03  
 DATE OF SIGNATURE  
 ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

**PRIVETT-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824  
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170PG 430

LEGAL DESCRIPTION: PARCEL H

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°54'45", AN ARC DISTANCE OF 394.88 FEET TO A POINT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'59" EAST, 388.44 FEET; THENCE SOUTH 15°37'00" WEST, A DISTANCE OF 142.53 FEET; THENCE SOUTH 55°52'26" EAST, A DISTANCE OF 85.75 FEET; THENCE SOUTH 08°39'53" EAST, A DISTANCE OF 17.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°09'17" EAST, A DISTANCE OF 250.74 FEET; THENCE NORTH 66°23'39" EAST, A DISTANCE OF 92.13 FEET; THENCE SOUTH 23°36'21" EAST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 140.45 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 339.65 FEET; THENCE NORTH 08°39'53" WEST, A DISTANCE OF 164.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,793 SQUARE FEET OR 1.35 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.





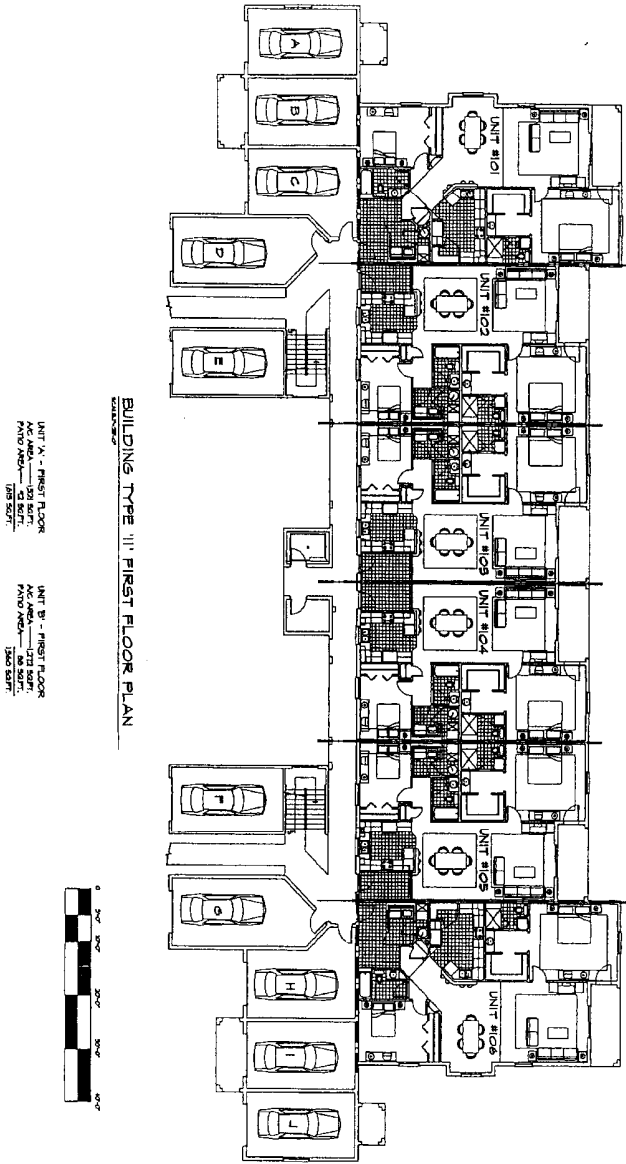
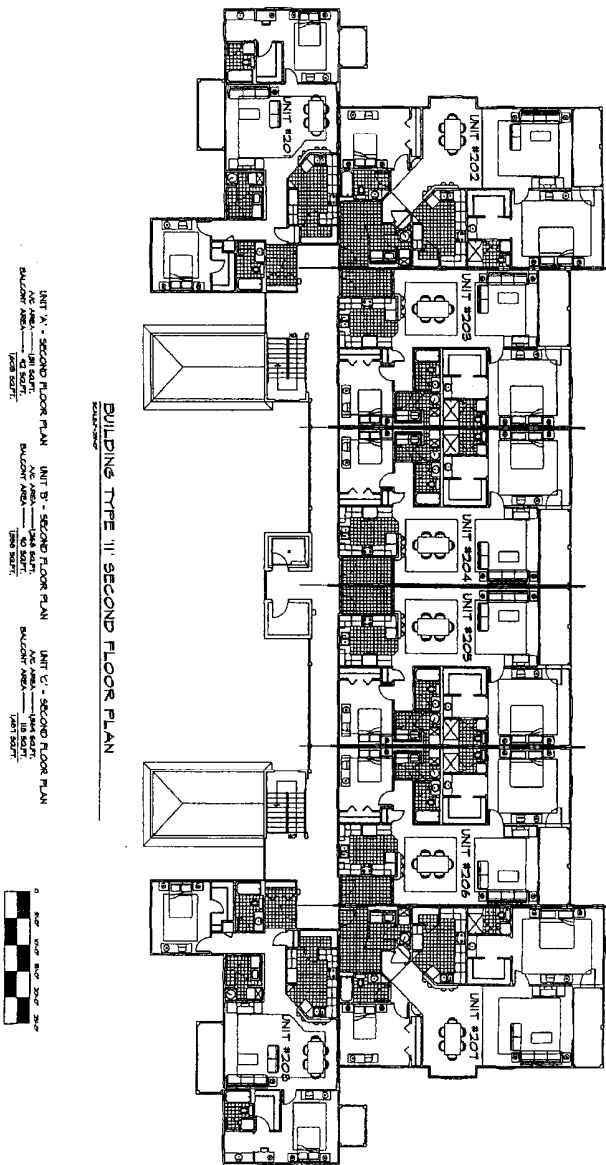


EXHIBIT C



**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE H)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase H shall be identified as set forth below:

Residential Units (first floor):           H101  
  H102  
  H103  
  H104  
  H105  
  H106

Residential Units (second floor):       H201  
  H202  
  H203  
  H204  
  H205  
  H206  
  H207  
  H208

Garage LCEs:                                   H-A  
  H-B  
  H-C  
  H-D  
  H-E  
  H-F  
  H-G  
  H-H  
  H-I  
  H-J

Exhibit D

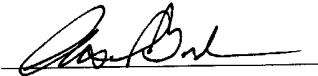
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

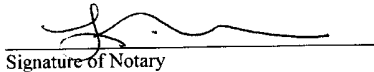
1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase H of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase H of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase H can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this  
22 day of February, 2007.



Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 22 day of February, 2007 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number \_\_\_\_\_ as identification.

  
Signature of Notary

Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD 354757  
My Commission Expires: 09-13-08



Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Exhibit E

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-02-354

**NINTH AMENDMENT**  
**TO DECLARATION OF CONDOMINIUM**  
**FOR**  
**BELLE HAVEN OF ST. AUGUSTINE, A CONDOMINIUM**  
**(Phase J)**

**THIS NINTH AMENDMENT** to the Declaration of Condominium for Belle Haven of St. Augustine is executed this 15<sup>th</sup> day of March, 2007, by Eastwood of St. Augustine, LLC ("the Developer").

**PRELIMINARY STATEMENT:**

- A. The Developer is the owner of the lands described on Exhibit "A" attached hereto; and
- B. The Developer desires to amend the Declaration of Condominium for Belle Haven of St. Augustine dated February 27, 2004, and recorded in Official Records 2170, Page 380, of the public records of St. Johns County, Florida, (the "Declaration") in order to submit the additional contiguous land described on Exhibit "A" and make same subject to the provisions of the Declaration pursuant to Section 5 thereof; and
- C. The Developer is the only person who has record title to the land to be submitted to condominium ownership;

**NOW, THEREFORE,** the Developer hereby amends the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, as follows:

1. The real property described on the survey attached as Exhibit "A" and those improvements depicted on Phase J of the site plan attached on Exhibit "B" and on the Phase J building floor plans attached as Exhibit "C" are hereby submitted to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase J of the condominium and are hereby made subject to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium.

2. The owners of Units situated on the real property described in Exhibit "A", which Units are identified on Exhibits "C" and "D", shall be members of Belle Haven of St. Augustine Condominium Association, Inc., in accordance with the provisions of the Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the other owners of Units situated on the real property described in the Declaration.

3. The undivided share in the common elements appurtenant to each Unit in the Condominium and each Unit's share of the Common Expenses and Common Surplus, shall be one-one hundred and twentieth (1/120<sup>th</sup>).

4. The certificate of Albert D. Bradshaw, P.S.M., is attached as Exhibit "E" in accordance with Sections 718.404(6)(d) and 718.104(4)(e), Florida Statutes.

5. In all other respects, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium for Belle Haven of St. Augustine, a condominium, on the date stated above.

Signed, sealed and delivered in the presence of:

EASTWOOD OF ST. AUGUSTINE, LLC, a Florida limited liability company

*Donna M Edgar*  
Name: Donna M Edgar

*[Signature]*  
By: Elizabeth Robins  
Its Managing Member

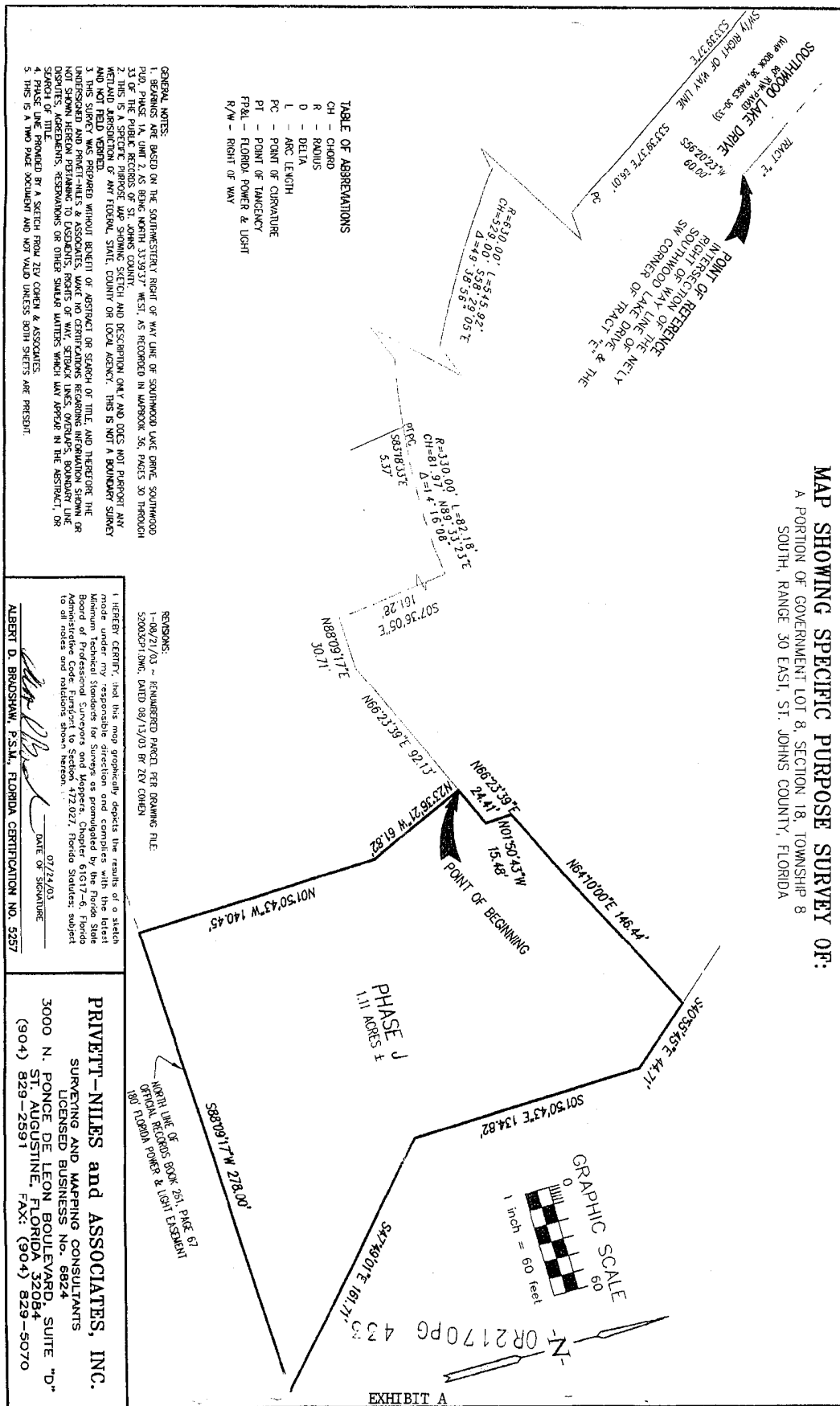
*Jan K. Goebel*  
Name: Jan K. Goebel

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2007, by Elizabeth Robins, as a Managing Member of Eastwood of St. Augustine, a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced a Florida driver's license as identification.



*Jan K. Goebel*  
Signature of Notary  
Name of Notary \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_





**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**

A PORTION OF GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OR2170pg 434

LEGAL DESCRIPTION: PHASE J

A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 870, PAGE 1244, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWOOD LAKE DRIVE (A 60' RIGHT OF WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY CORNER OF TRACT "E", SOUTHWOOD P.U.D., PHASE 1A, UNIT 2, AS RECORDED IN MAP BOOK 36, PAGES 30 THROUGH 33 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56°20'23" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHWOOD LAKE DRIVE; THENCE SOUTH 33°39'37" EAST, A DISTANCE OF 66.01 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°38'56", AN ARC DISTANCE OF 545.92 FEET AND THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°29'05" EAST, 529.00 FEET; THENCE SOUTH 83°18'33" EAST, A DISTANCE OF 5.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°16'08" AN ARC DISTANCE OF 82.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°33'23" EAST, 81.97 FEET; THENCE SOUTH 07°36'05" EAST, A DISTANCE OF 161.28 FEET; THENCE SOUTH 88°09'17" WEST, A DISTANCE OF 30.71 FEET; THENCE NORTH 66°23'39" EAST, A DISTANCE OF 92.13 FEET TO THE POINT OF BEGINNING.

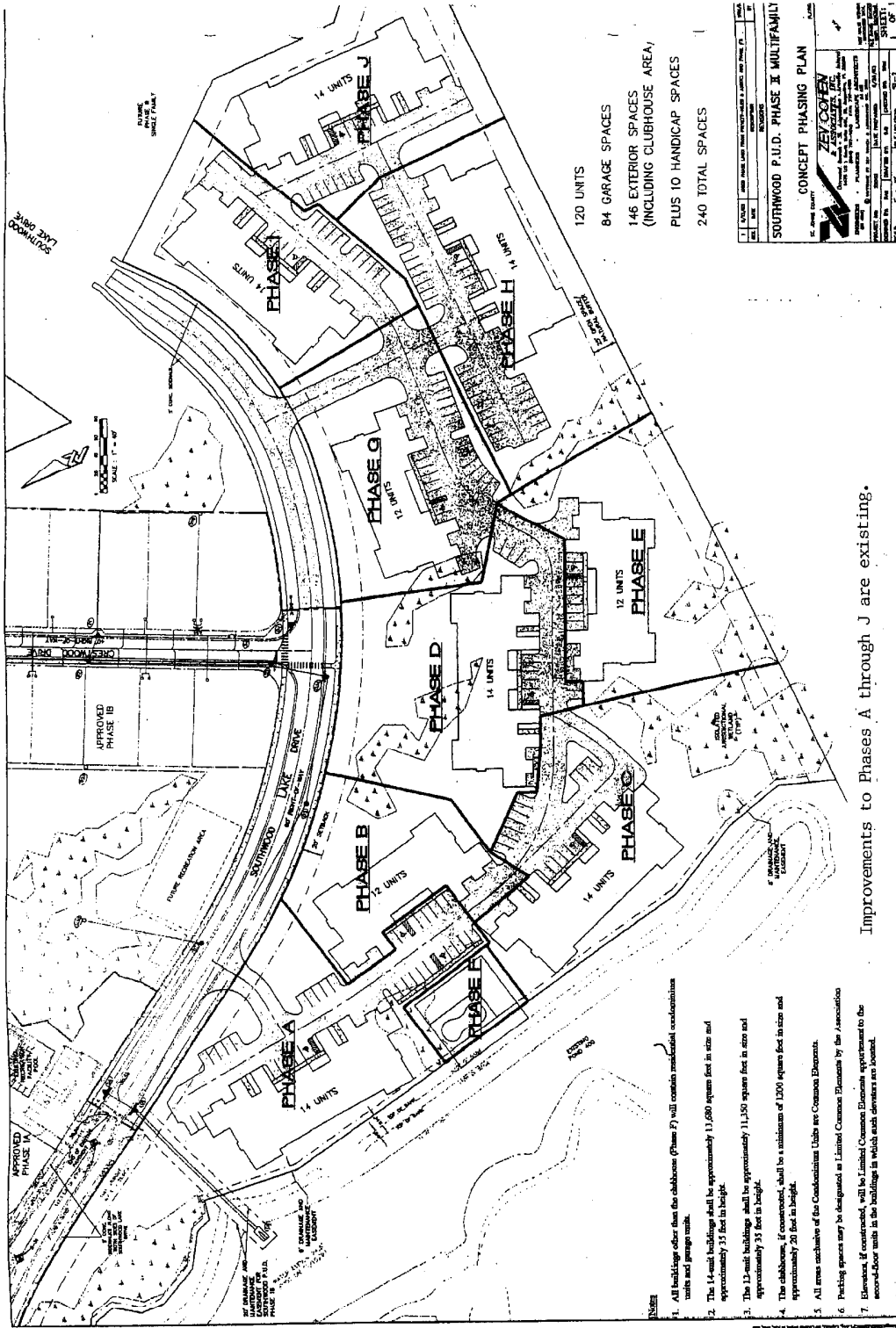
THENCE NORTH 66°23'39" EAST, A DISTANCE OF 24.41 FEET; THENCE NORTH 01°50'43" WEST, A DISTANCE OF 15.48 FEET; THENCE NORTH 64°10'00" EAST, A DISTANCE OF 146.44 FEET; THENCE SOUTH 40°55'45" EAST, A DISTANCE OF 44.71 FEET; THENCE SOUTH 01°50'43" EAST, A DISTANCE OF 134.82 FEET; THENCE SOUTH 47°49'01" EAST, A DISTANCE OF 161.71 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67 AS DESCRIBED AND RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTH 88°09'17" WEST ALONG SAID NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 278.00 FEET; THENCE NORTH 01°50'43" WEST DEPARTING SAID NORTH LINE OF OFFICIAL RECORDS BOOK 261, PAGE 67, A DISTANCE OF 140.45 FEET; THENCE NORTH 23°36'21" WEST, A DISTANCE OF 61.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,438 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.

**PRIVETT-NILES and ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824  
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.



Improvements to Phases A through J are existing.

EXHIBIT B

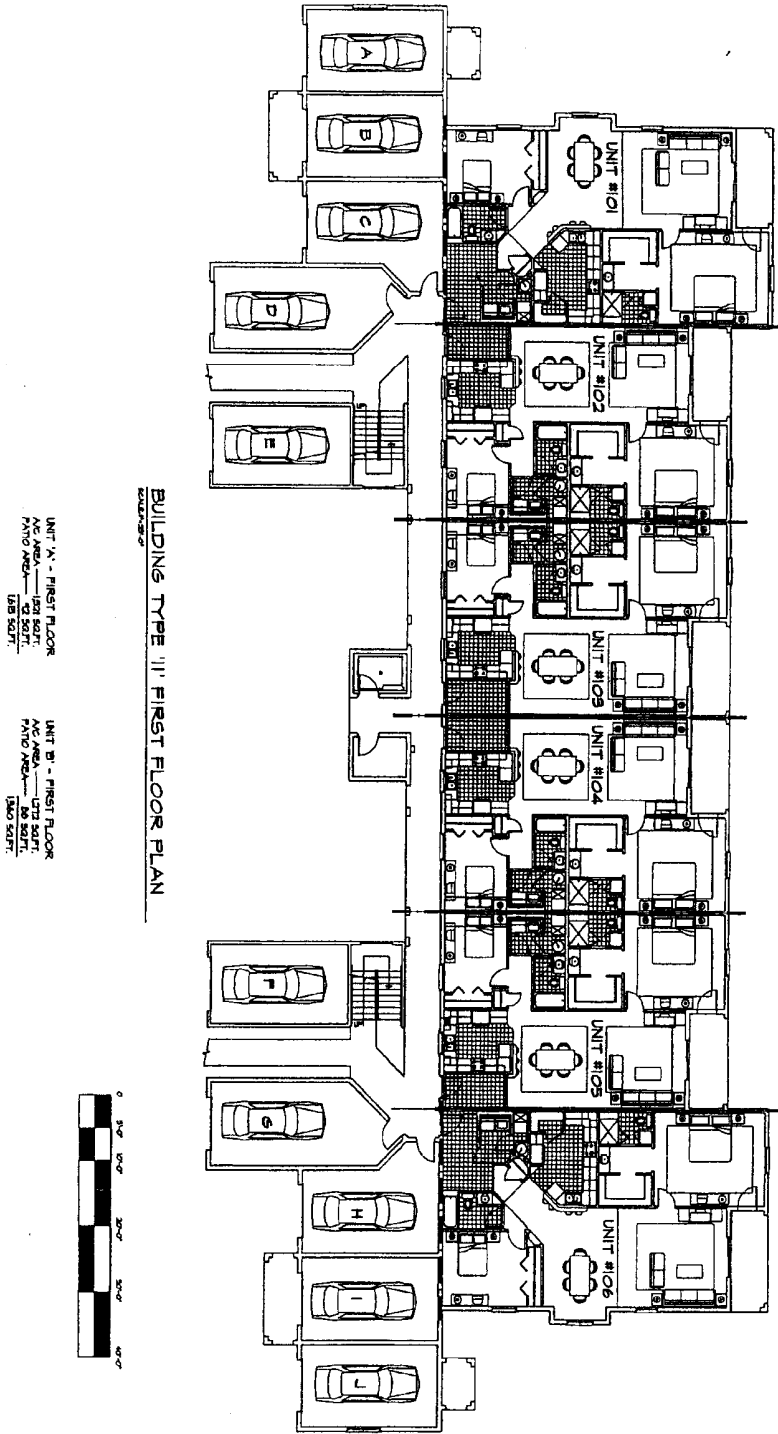
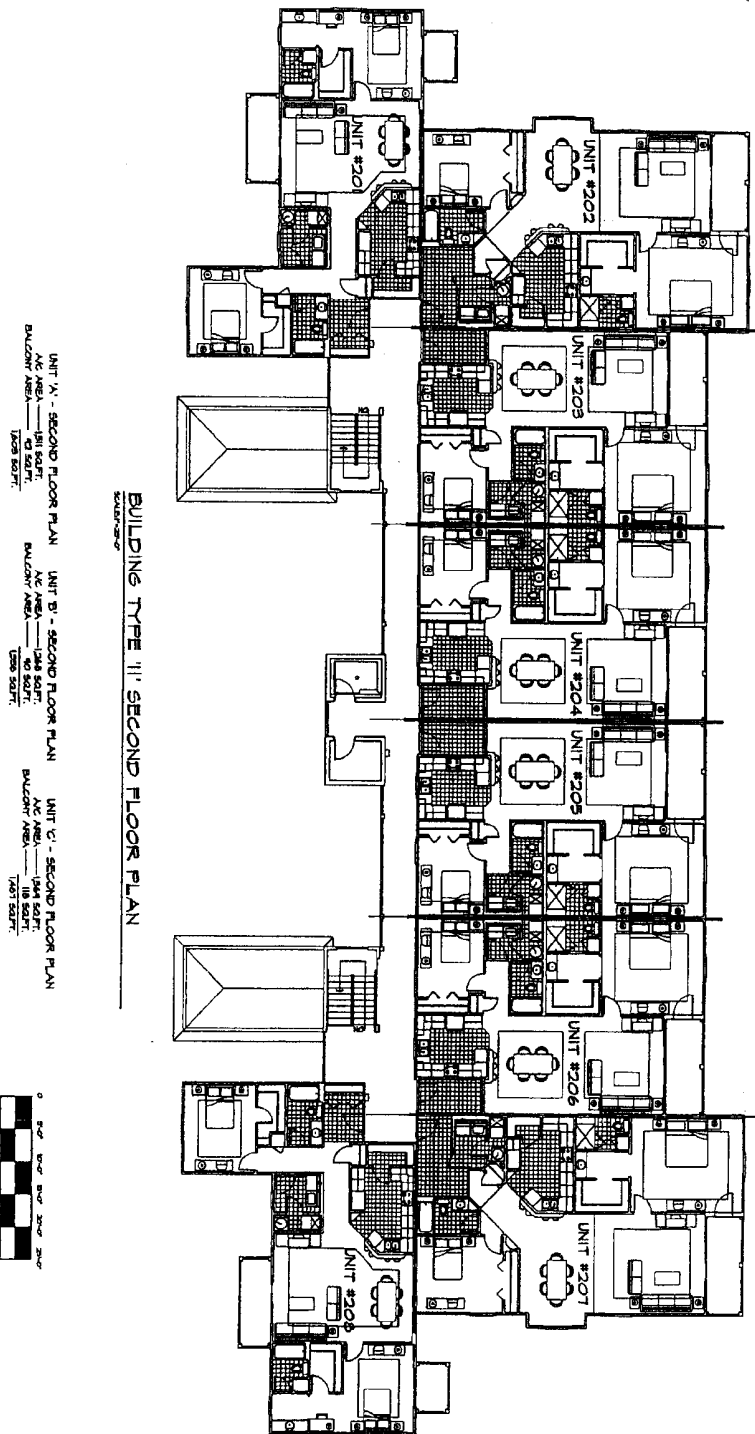


EXHIBIT C



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**UNIT AND GARAGE LIMITED COMMON ELEMENT IDENTIFICATION**  
**(PHASE J)**

The Residential Units and Garage Limited Common Elements shall be identified by the appropriate phase designation, followed by the number or letter as shown on the Building Floor Plans. The Units and Garage Limited Common Elements in Phase J shall be identified as set forth below:

Residential Units (first floor):	J101
	J102
	J103
	J104
	J105
	J106

Residential Units (second floor):	J201
	J202
	J203
	J204
	J205
	J206
	J207
	J208

Garage LCEs:	J-A
	J-B
	J-C
	J-D
	J-E
	J-F
	J-G
	J-H
	J-I
	J-J

Exhibit "D"

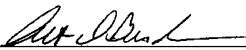
**SURVEYOR'S CERTIFICATION  
FOR  
BELLE HAVEN OF ST. AUGUSTINE  
a condominium**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Albert D. Bradshaw, P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.
2. I hereby certify that the construction of Phase J of Belle Haven of St. Augustine, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of Phase J of the condominium and that the identification, location and dimensions of the common elements and of each unit in Phase J can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 14 day of March, 2007.

  
Albert D. Bradshaw, P.S.M.  
Florida Certification No. 5257

SWORN TO AND SUBSCRIBED before me this 14 day of March, 2007 Albert D. Bradshaw, who is personally known to me or who has produced Florida driver's license number N/A as identification.

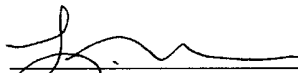
  
Signature of Notary  
Loretta Nerbonne  
Name of Notary Typed/Printed/Stamped  
Commission Number: DD354757  
My Commission Expires: 09/13/08



Exhibit "E"