

EIGHTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF

OCEAN VILLAGE CLUB, A CONDOMINIUM

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM is made this 22 day of March, 1987, by OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida limited partnership, and W.M. SANDERLIN CORPORATION, a Florida corporation as its general partner ("Developer"),

W I T N E S S E T H :

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium dated May 22, 1985 and recorded May 24, 1985 in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida; as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium recorded in Official Records Book 693, page 786, Public Records of St. Johns County, Florida; and Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, of the same said records, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida (collectively the "Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration and Exhibits thereto in order to add Building K-2, as Phase XV of said condominium.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. Exhibit "A" to the Declaration is amended to add, as a part of Exhibit "A" the Supplemental Exhibit "A" Drawings for Building K-2, Phase XV attached hereto.

2. The Developer hereby submits the lands described on sheet 2 of Supplemental Exhibit "A" attached hereto, and all improvements thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase XV of Ocean Village Club, a Condominium.

3. The units situated within Phase XV are Type 1 units and shall be identified as follows:

Unit K-11	Unit K-24
Unit K-12	Unit K-25
Unit K-14	Unit K-26
Unit K-15	Unit K-31
Unit K-16	Unit K-32
Unit K-17	Unit K-33
Unit K-21	Unit K-34
Unit K-22	Unit K-35
Unit K-23	Unit K-36

4. The consents of all mortgagees, a plat plan, a survey, surveyor's certificate, and graphic description of the improvements in said Phase XV are attached hereto.

5. The undivided share in the common elements appurtenant to each unit is an undivided 1/146 share and each unit's share of the common expense and common surplus is a 1/146 share.

6. In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this ____ day of March, 1987.

OCEAN VILLAGE CLUB OF ST.
AUGUSTINE, LTD., a Florida
Limited Partnership

Signed seal and delivered
in the presence of:

Witness One

Witness Two

BY: W. M. SANDERLIN CORPORATION
as its general partner

By:

Its

Signed, sealed and delivered
in the presence of:

Witness One

Witness Two

W. M. SANDERLIN CORPORATION, a
Florida corporation, as general
partner of OCEAN VILLAGE CLUB
OF ST. AUGUSTINE, LTD., a Florida
Limited Partnership

By:

Its

STATE OF FLORIDA

) S.S.:

COUNTY OF _____

BEFORE ME, a Notary Public in and for the foregoing County and State, personally appeared JERRY STEAKLEY the VICE PRESIDENT of W.M. SANDERLIN CORPORATION, the General Partner of OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership, both for and on behalf of said partnership and for and on behalf of W.M. SANDERLIN CORPORATION as general partner of said partnership this 23rd day of March, 1987.

WITNESS my hand and Notarial Seal.

Anne M. Marks
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires September 8, 1990

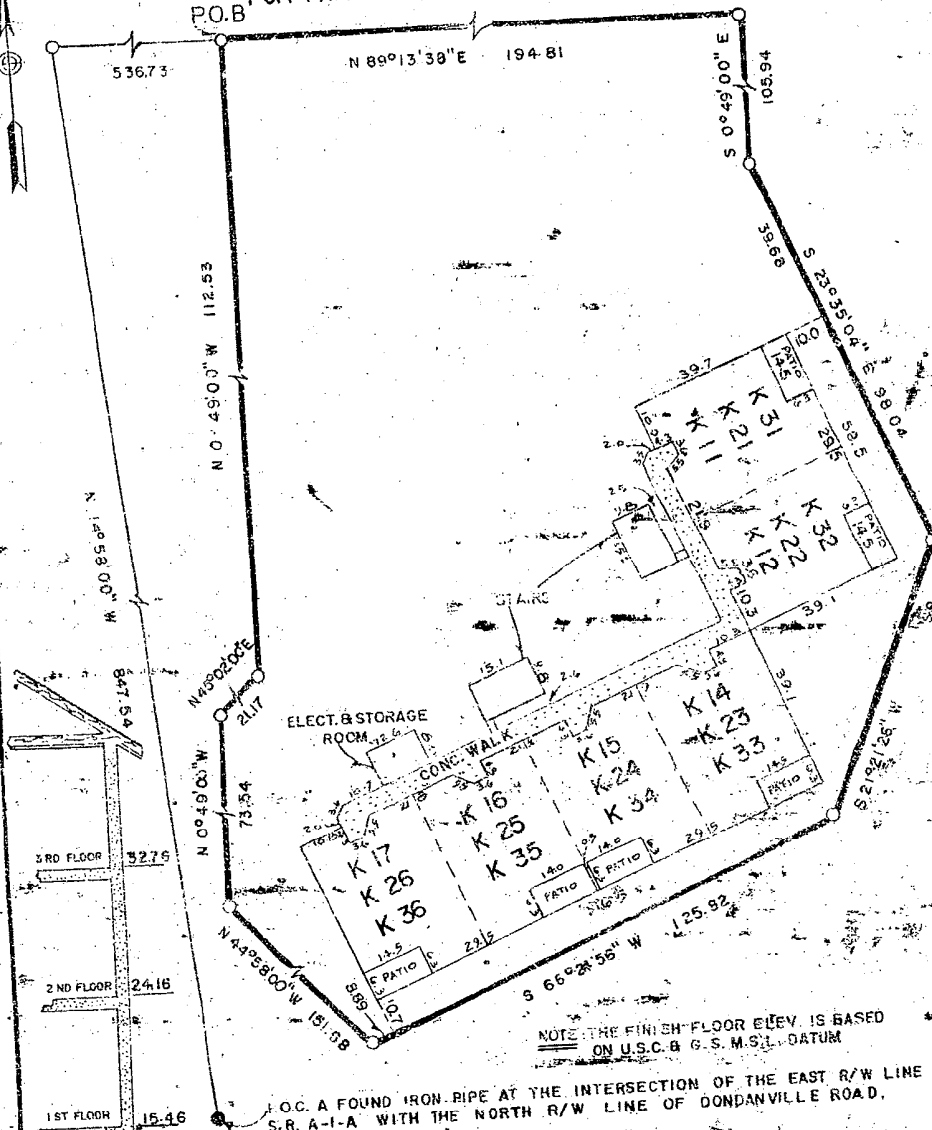
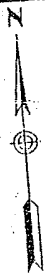
Notary Public, State of Florida

My Commission Expires September 8, 1990

Bonded thru Huckabee & Associates, Inc.

BOUNDARY & CONDO. SURVEY
OCEAN VILLAGE CLUB, FINAL SURVEY
FOR PHASE 15, PLAN "E", BLDG. K-2

O.R. 740 PG 1040



TYPICAL SECTION		CERTIFIED TO	
PREPARED FOR OCEAN VILLAGE CLUB	PANEL NO.	SUPPL.	FIRM ZONE
COMMUNITY NO.			FIRM ELEVATION*
			EFFECTIVE DATE
<input type="checkbox"/> FOUND IRON ROD <input type="checkbox"/> SET IRON ROD "LB 3444"		<input type="checkbox"/> FOUND CONCRETE MONUMENT <input type="checkbox"/> SET CONCRETE MONUMENT "LB 3444"	
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR DEEDS, EASEMENTS OR RIGHTS-OF-WAY OF RECORD.			
ALL THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED BY THIS SURVEY. FIELD WORK COMPLETED 1-20-87			
BASIS OF BEARING: EASTLY R/W LINE OF S.R. A-1-A		DATED THIS 20th DAY OF JAN., 1987	
CERTIFICATION: WE HEREBY CERTIFY, that the herein described LAND SURVEY & SKETCH are true and correct to the best of our knowledge and belief, that the herein was prepared under our direction and supervision, and that the herein conforms to the applicable requirements of Chapter 472 and Rule 21-III (F.A.C.)		RALPH D. GENUZZIO & ASSOCIATES, INC. JAMES D. SIVIER, P.E. No. 4311	
Ralph D. Genuzzio & Associates, Inc. Consulting Engineers, Planners, Surveyors 88 RIBERIA ST., SUITE 400, ST. AUGUSTINE, FLORIDA, 32084 (904) 824-3035		SCALE: 1" = 30' F.B. PG. JOB NO. 86-109 DWN. BY: A.M.	
		DATE: 1-20-87 REVISIONS DATE DESCRIPTION	

PHASE 15

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a point of commencement begin at the intersection of the easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established with the northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; thence run North 14 degrees, 58 minutes, 00 seconds West, along the said easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; thence North 89 degrees, 13 minutes, 38 seconds East, departing said easterly right-of-way line of State Road A-1-A, a distance of 536.74 feet to the point of beginning of this description; thence continue North 89 degrees, 13 minutes, 38 seconds East, a distance of 194.81 feet; thence South 0 degrees, 49 minutes, 00 seconds East, a distance of 105.94 feet; thence South 23 degrees, 35 minutes, 04 seconds East, a distance of 98.04 feet; thence South 21 degrees, 21 minutes, 26 seconds West, a distance of 69.61 feet; thence South 66 degrees, 24 minutes, 56 seconds West, a distance of 125.82 feet; thence North 44 degrees, 58 minutes, 00 seconds West, a distance of 151.48 feet; thence North 0 degrees, 49 minutes, 00 seconds West, a distance of 73.54 feet; thence North 45 degrees, 02 minutes, 00 seconds East, a distance of 21.17 feet; thence North 0 degrees, 49 minutes, 00 seconds West, a distance of 117.53 feet to the point of beginning of this description.

Containing 1.34 acres more or less.

SUPPLEMENTARY SURVEYOR'S CERTIFICATE
OCEAN VILLAGE CLUB, A CONDOMINIUM, PHASE 15, BUILDING K-2

James D. Syse certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This Certificate is made with reference to Exhibit "A" to Declaration of Condominium for Ocean Village Club, a Condominium, recorded in Official Records Book 674 at Page 1369, St. Johns County, Florida as amended of record to the date hereof.
3. As to Building K-2, Phase 15 shown on Exhibit "A-6" and all units therein; (a) the construction of said building is substantially complete so that the material comprising Exhibit "A", exclusive of Appendix I thereto, together with the supplemental exhibit "A" drawings for Building K-2 attached hereto and the provisions of the Declaration, as amended by Fifth Amendment of Declaration of which this Certificate is a part, describing the condominium property, are an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements and of each unit can be determined from the materials that comprise Exhibit "A", exclusive of Appendix I thereto, to the Declaration as amended of which this Certificate is a part, and (b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to units and common element facilities serving such buildings have been substantially completed.

Executed this 20th day of

1987

James D. Syse
Registered Surveyor
Florida Certificate No. 4211

**JOINDER OF MORTGAGEE TO
EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OCEAN VILLAGE CLUB, A CONDOMINIUM**

JACKSONVILLE FEDERAL SAVINGS & LOAN ASSOCIATION, as the owner and holder of that certain Mortgage dated June 8, 1983, and recorded June 9, 1983, in Official Records Book 587, Page 906, Public Records of St. Johns County, Florida, said Mortgage encumbering the property described in the foregoing Declaration of Condominium, hereby joins in the making of the foregoing Eighth Amendment to Declaration of Condominium and hereby agrees that the lien of its mortgage, as to that property described in said Declaration, shall be upon the property in St. Johns County, Florida, described as follows:

All the units of OCEAN VILLAGE CLUB, A CONDOMINIUM, according to the foregoing Declaration of Condominium, as Amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Amendments to Declaration, together with all of the appurtenances to said units, including but not limited to all of the undivided interest in the Common Elements and Limited Common Elements.

IN WITNESS WHEREOF, Jacksonville Federal Savings & Loan Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized this 2nd day of April, 1987.

Signed, sealed and delivered
in the presence of:

JACKSONVILLE FEDERAL SAVINGS &
LOAN ASSOCIATION

By: W.M. Mason

Office: Branch

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Duval) S.S.:

I HEREBY CERTIFY that on this day before me, an official duly authorized to take acknowledgments, personally appeared W.M. MASON, JR., the President of JACKSONVILLE FEDERAL SAVINGS & LOAN ASSOCIATION, and that he acknowledged executing the above instrument on behalf of said association.

WITNESS my hand and official seal this 2nd day of

April, 1987.

W.M. Mason
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov 1, 1988

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 APR -6 PM 4:07

Carl "Bud" Mabel
CLERK OF DISTRICT COURT

NINTH AMENDMENT

87 20748

TO DECLARATION OF CONDOMINIUM

OF

OCEAN VILLAGE CLUB, A CONDOMINIUM

THIS NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM is made this ____ day of _____, 19____, by OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida limited partnership, and W. M. SANDERLIN CORPORATION, a Florida corporation as its general partner ("Developer"),

W I T N E S S E T H :

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium dated May 22, 1985 and recorded May 24, 1985 in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 693, Page 786, Public Records of St. Johns County, Florida; and Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, of the same said records, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida; and Eighth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book _____, Page _____, Public Records of St. Johns County, Florida (collectively the "Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration and Exhibits thereto in order to add Building N-1, as Phase XVI of said condominium.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. Exhibit "A" to the Declaration is amended to add, as a part of Exhibit "A" the Supplemental Exhibit "A" Drawings for Building N-1, Phase XVI attached hereto.

2. The Developer hereby submits the lands described on sheet 2 of Supplemental Exhibit "A" attached hereto, and all improvements thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase XVI of Ocean Village Club, a Condominium.

3. The units situated within Phase XVI are Type T units and shall be identified as follows:

Unit N-11	Unit N-21	Unit N-31
Unit N-12	Unit N-22	Unit N-32
Unit N-14	Unit N-23	Unit N-33
Unit N-15	Unit N-24	Unit N-34
Unit N-16	Unit N-25	Unit N-35
Unit N-17	Unit N-26	Unit N-36

4. The consents of all mortgagees, a plat plan, a survey, surveyor's certificate, and graphic description of the improvements in said Phase XVI are attached hereto.

5. The undivided share in the common elements appurtenant to each unit is an undivided 1/164 share of each unit's share of the common expense and common surplus is a 1/164 share.

6. In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 22nd day of August, 1987.

OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida limited partnership

Signed, sealed and delivered in the presence of:

Jennifer Harst
Witness One
Charles A. Thompson
Witness Two

BY: W. M. SANDERLIN CORPORATION, as its general partner

By: W. M. Sanderlin
Its President

Signed, sealed and delivered in the presence of:

Jennifer Harst
Witness One
Charles A. Thompson
Witness Two

W. M. SANDERLIN CORPORATION, a Florida corporation, as general partner of OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida limited partnership

By: W. M. Sanderlin
Its President

STATE OF FLORIDA)
COUNTY OF St. Johns) S.S.:

BEFORE ME, a Notary public in and for the foregoing County and State, personally appeared W. M. Sanderlin, the President of W. M. SANDERLIN CORPORATION, the general partner of OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida limited partnership and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership, both for and on behalf of said partnership and for and on behalf of W. M. SANDERLIN CORPORATION as general partner of said partnership this 22nd day of August, 1987.

WITNESS my hand and Notarial Seal.

Notary Public, State of Florida
My Commission Expires: August 31, 1991

My Comm. Expires: August 31, 1991

RECORDED
INDEXED
AUG 31 1987
NOTARY PUBLIC
ST. JOHNS COUNTY

RECORDING REQUESTED BY
87 29064
THIS MORTGAGE PREPARED BY
JO L. COOK FOR
GREAT WESTERN SAVINGS
~~XXXXXXXXXXXXXXXXXXXX~~

87 28292



GREAT WESTERN SAVINGS
A Federal Savings and Loan Association

P.O. BOX 1900
NORTHRIDGE, CA 91328

O.R. 761 PG 0800

O.R. 760 PG 1240

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN AMOUNT \$ 29,500.00

Mortgage Deed
(ADJUSTABLE INTEREST RATE)

LOAN NO. 0-575879-4

THIS MORTGAGE DEED, made this 16TH day of OCTOBER, 1987, between
ROBERT W. WOEBBER AND PATRICIA WOEBBER, HIS WIFE

, herein called "Mortgagor",

whose address is 105 OLD RIVERHEAD ROAD, HAMPTON BAYS, NEW YORK 11946
(Number and Street) (City) (Zip Code)

and GREAT WESTERN SAVINGS, a Federal Savings and Loan Association, a United States corporation, herein called
"Mortgagee", WITNESSETH: That Mortgagor irrevocably grants, transfers, and assigns to Mortgagee, that certain real
property located in ST. JOHNS County, Florida, described as:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF KNOWN
AS SCHEDULE "A" OF THIS MORTGAGE DEED.

Documentary Tax Pd. \$44.25
\$59.00 Intangible Tax Pd.
and "Red" Marked, Clerk St. Johns
County, Fla. *ARM*

THE PURPOSE OF RE-RECORDING IS TO COMPLETE THE ACKNOWLEDGEMENT.

THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, IS DUE
AND PAYABLE ON: NOVEMBER 01, 2017

TOGETHER WITH all property rights or interest appurtenant thereto including, without limitation, all buildings, structures, improvements, appliances, equipment, and appurtenances now or hereafter constructed or placed thereon, including, but not limited to, all apparatus and equipment, whether affixed to the land or building thereon or not affixed thereto, whether single units or centrally controlled, used to provide or supply air-cooling, air conditioning, heat, gas, water, light and power, refrigeration, ventilation, laundry, clothes drying, dishwashing, garbage disposal or other services, waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor coverings, awnings, ranges and ovens, water heaters, attached columns, pumps, pipes, tanks, fire prevention, fire extinguishing and communication apparatus, elevators, escalators, and partitions, and all of the above items are declared to be and are deemed to be things affixed to and a part of the realty for the purposes of this Mortgage Deed.

TOGETHER WITH all interest which Mortgagor now has or may hereafter acquire in or to said property and in and to:

- (a) All rents, issues, profits, royalties, tolls, earnings and incomes therefrom and instalments of money payable pursuant to any agreement for sale of said property or any part thereof, subject however to the right, power and authority given to and conferred upon Mortgagee by Paragraph 15 below, reserving to Mortgagor the right to collect when due and retain any of said sums prior to any event of default hereunder;
- (b) All easements, rights of way and other appurtenances thereto;
- (c) All shrubs, trees and plants;
- (d) All adjacent lands included in enclosure or occupied by buildings located partly on the above described property;
- (e) All crops growing or to be grown on said property;
- (f) All water and water rights (whether or not appurtenant) and shares of stock pertaining to water or water rights, ownership of which affects said property;
- (g) All claims, demands or causes of action of any kind, including proceeds of settlement of any such claim, demand or cause of action of any kind, which Mortgagor now has or may hereafter acquire, arising out of acquisition or ownership of the property, subject however to the right, power and authority given to and conferred upon Mortgagee by Paragraph 5 below. Mortgagee shall have no duty to prosecute any such claim, demand or cause of action.

For the purposes of this instrument, including all provisions incorporated by reference herein, all of the foregoing described real property, property rights and interest shall be referred to as "the property".

THIS MORTGAGE DEED IS FOR THE PURPOSE OF SECURING THE FOLLOWING:

- A. Payment of the loan amount above, with interest thereon, according to the terms of a Promissory Note or Notes thereon (sometimes referred to as "the note") of even date herewith, made by Mortgagor, payable to Mortgagee or order, and any and all modifications and extensions or renewals thereof;
- B. Payment of such additional sums, with interest thereon, as may be hereafter borrowed from Mortgagee by the then record owner or owners of the property which are hereby secured and all extensions, modifications and renewals of such additional borrowings;
- C. Payment, performance and discharge of every obligation, covenant and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any instrument now or hereafter executed by Mortgagor in connection with the loan evidenced by the note, including but not limited to any assignment, construction loan agreement, pledge agreement, security agreement, supplemental agreement, assignment of lessor's interest in leases, modification agreement or assumption agreement;
- D. Payment of all sums of money with interest which may be paid out or advanced by, or may otherwise be due to Mortgagee under any provision of this Mortgage.

PAGE 1 - ADJUSTABLE MORTGAGE DEED

To Protect the Security of This Mortgage Deed, Mortgagor Agrees:

1. **PRESERVATION OF THE PROPERTY.** Mortgagor (a) shall keep the property in good condition and repair, (b) shall not remove, demolish or substantially alter any building, structure or improvement thereon, (c) shall complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and will pay when due all claims for labor performed and material furnished therefore, (d) shall comply with the provisions of all insurance policies covering and with all laws and regulations affecting the property or requiring any alterations, repairs or improvements thereon, (e) shall not commit or suffer any waste thereon, (f) shall not commit or suffer any act upon the property in violation of any provision of any insurance policy or law or regulation, (g) shall paint, decorate, cultivate, irrigate, fertilize, fumigate and prune the property, and (h) consistent with the use thereof, do all other acts which the character or use of the property may reasonably require.

2. **INSURANCE.** Mortgagor shall, at Mortgagor's expense, provide and maintain in force at all times with respect to the property, fire and other types of insurance as may be required by Mortgagee. All of such insurance policies shall have a loss payable endorsement in favor of Mortgagee and shall be for a term and in form, content, amount, and with such insurance companies as may be satisfactory to Mortgagee. Such policies shall be delivered to Mortgagee upon the making of this Mortgage upon the request of the Mortgagee. Mortgagor shall also deliver at such times evidence that the full premium for any such policy has been paid. Mortgagee at its option may retain possession of the original policy or may release it to the possession of the Mortgagor. If the Mortgagee retains possession of such policies, at least thirty (30) days before the expiration of any such insurance policy, a policy or policies, renewing, extending or replacing such expiring insurance shall be delivered by Mortgagor to Mortgagee. If any such insurance policy is not so delivered to Mortgagee or in the event any such insurance policy is cancelled, whether the Mortgagee has in its possession the policies or not, and no reinstatement or replacement policy is received prior to termination of insurance, Mortgagee, without notice to or demand upon Mortgagor, may (but shall not be obligated to) obtain such insurance with such company as Mortgagee may deem satisfactory, and pay the premium therefor, and the amount of any premium so paid shall be charged to and promptly paid by Mortgagor or at the option of Mortgagee, may be added to the indebtedness secured hereby.

In the event Mortgagee obtains any such insurance policy, Mortgagor for his own benefit and for the protection of this equity interest in the property, hereby requests and authorizes Mortgagee, but without liability on the part of Mortgagee for failure so to do, to obtain such policy for such term and in such form, content and amount and with such insurance companies as may be satisfactory to Mortgagee. Should any policy thus obtained by Mortgagee thereafter be cancelled, Mortgagor shall pay to Mortgagee any earned premiums on said policy and a reasonable charge for its services in obtaining such policy.

Mortgagee shall be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance under writer. Any part or all of the amount collected under any fire or other insurance policy may be applied by Mortgagee upon any indebtedness secured by this Mortgage at such time and in the manner and amount as Mortgagee may determine, or at the option of Mortgagee, without reducing the indebtedness secured hereby; may either be used to replace, restore or reconstruct the property to a condition satisfactory to Mortgagee or be released to Mortgagor. Any application, use or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Mortgagor shall pay Mortgagee inspection fees and other costs resulting from or connected with the custody loss to which such insurance relates.

3. **LIFE, ACCIDENT OR HEALTH INSURANCE.** If Mortgagor shall assign or deliver a policy of life, accident or health insurance to Mortgagee as further security hereunder, then if Mortgagor fails to pay any premium thereon, Mortgagee shall be entitled, but not obligated, to pay any such premium. Any amount so paid shall be charged to and promptly paid by Mortgagor or, at the option of Mortgagee, may be added to the indebtedness secured hereby.

4. **TAXES AND ENCUMBRANCES.** Mortgagor shall pay (a) within twenty (20) days before delinquency, all general and special taxes and assessments now or hereafter affecting the property including any assessments on apartment water stock; (b) when due, all special assessments for public improvements without permitting any improvement bond to issue for any special assessment; (c) on demand of Mortgagee, all encumbrances, charges and liens on the property or any part thereof, which are or may be prior or superior hereto; (d) when due, all fees and charges incidental to ownership, occupancy or beneficial use of the property; and (e) if the property includes a condominium, community apartment or part of a planned development, all payments required of the owner thereof under any declaration of covenants or conditions or restrictions pertaining to such project. Should Mortgagor fail to make any payment under this Paragraph 4, Mortgagee may, but shall not be obligated to, make such payment and any amount so paid shall be charged to and promptly paid by Mortgagor or, at the option of Mortgagee, shall be added to the indebtedness secured hereby, without regard to the validity or liability of such assessments, fees or charges.

5. **CLAIMS, DEMANDS AND ACTIONS.** Mortgagor shall (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (b) at the option of Mortgagee, assign to Mortgagee, to the extent of Mortgagee's interest, any claims, demands or causes of action of any kind, including any award, court judgment or proceeds of settlement of any such claim, demand or cause of action of any kind which Mortgagor now has or may hereafter acquire arising out of acquisition or ownership of the property. Without limiting the generality of the foregoing, any such claim, demand or cause of action arising out of acquisition or ownership of the property may include (i) any such injury or damage to the property or any structure or improvement situated thereon, or (ii) any claim or cause of action in favor of Mortgagor which shall have arisen out of the transaction financed in whole or in part by the making of the loan secured hereby or (iii) any claim or cause of action in favor of Mortgagor (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the property, including the surface or subsurface thereof, or of any building or structure thereon. Mortgagee may apply, use or release such monies so received by it in the same manner as in Paragraph 2 provided for the proceeds of fire or other insurance.

6. **DEFENDING MORTGAGEE.** Notwithstanding the provisions of Paragraph 5, Mortgagee may (a) commence and prosecute or appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (b) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appear to be prior or superior hereto; and (c) in exercising any such right, incur any liability and expend whatever amounts Mortgagee deems reasonably necessary, including cost of evidence of title and reasonable attorneys' fees.

7. **PROTECTION OF SECURITY BY MORTGAGEE.** Should Mortgagor fail to make any payment or do any act provided in this Mortgage, then Mortgagee may, without obligation so to do, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, may make any such payment or do any such act in such manner and to such extent as it deems necessary to protect the security hereof. Mortgagee is authorized to enter upon the property at any time for such purpose.

8. **REIMBURSEMENT.** Mortgagor shall pay immediately upon demand all costs, fees or expenses incurred and sums expended or advanced under the terms of this Mortgage by Mortgagee, with interest thereon at a rate equal to the rate provided for in the note secured hereby, and the obligation of Mortgagor to pay such sums and interest aforesaid shall be secured hereby. If Mortgagee shall make such payment or expend such sums, Mortgagor shall pay a service charge in an amount equal to ten per cent (10%) of the payment made or the sum expended.

9. **LEASEHOLD ESTATES.** If the security for this Mortgage is a leasehold estate, Mortgagor shall not modify or terminate the lease or leases creating the leasehold estate, and shall comply with all of the covenants and conditions required of the lessee or his successor in interest to be performed under the lease or leases creating said leasehold estate, including but not limited to paying when due rent and other charges imposed upon such lessee.

10. **ESKROW (EMPLOYER) ACCOUNT.** Mortgagor shall pay to Mortgagee, if Mortgagee shall so demand, in addition to any other payment required hereunder, monthly installments for the purpose of creating and maintaining a fund to provide payment when due of any taxes, encumbrances, assessments, leasehold payments relating to the property, premiums for any policies of insurance insuring the property, the Mortgagor or the loan, more specifically referred to in Paragraphs 2, 3, 4 and 9. Mortgagor shall deliver promptly to Mortgagee all bills and notices thereof. Such installments shall be in such amounts as Mortgagee shall estimate from time to time to be necessary to provide sufficient monies as said fund to pay such taxes, encumbrances, assessments, leasehold payments and premiums when they become due and shall be payable concurrently with the installment under the note. If the amounts paid to Mortgagee under the provisions of this paragraph are insufficient to pay such taxes, assessments, leasehold payments and premiums as they become due, Mortgagor shall pay to Mortgagee promptly upon demand the amount of the deficiency.

In the event of default of any obligation hereby secured, then any funds in the possession of Mortgagee under the provisions of this paragraph 10, at the option of Mortgagee, be applied upon any indebtedness secured hereby.

11. **FINANCIAL STATEMENTS.** Within thirty (30) days after written demand by Mortgagee (but not more frequently than semi-annually), Mortgagor shall deliver to Mortgagee verified financial statements, prepared in accordance with acceptable accounting practices, for such annual or other period as Mortgagee may designate. Such annual statements shall include balance sheets, operating statements, and statements of sources and application of funds. In addition, Mortgagor shall deliver to Mortgagee on demand copies of all leases, agreements, covenants, receipts and other documents upon which any of the items shown in said statements. Mortgagor shall keep and

tain a full and accurate set of books and records showing all the matters above specified, and shall permit Mortgagee at any time to inspect and audit all Mortgagee's books of account, records, and papers relating to any of the foregoing matters. In the event any such audit is caused to be made by Mortgagee by reason of the failure of Mortgagee to comply with any of the foregoing provisions, then Mortgagee shall pay to Mortgagee upon demand all expenses incurred by Mortgagee in connection with such audit.

None of the provisions of this Paragraph 11 shall be applicable so long as the property is residential in nature and designed for occupancy by less than five (5) families.

12. DAMAGE TO OR CONDEMNATION OF PROPERTY. Any award of damages or compensation for injury to, or in connection with any condemnation for public use of the property or any part thereof, or any proceeds of any settlement with respect to a condemnation whether or not eminent domain proceedings have been instituted, shall be and is hereby assigned by Mortgagee and shall be paid to Mortgagee, who may apply use or release the amount thereof in the same manner as in Paragraph 2 provided for the proceeds of fire or other insurance.

13. BENEFICIARY'S CONSENT REQUIRED. Mortgagee may declare all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Mortgagee, without Mortgagee's prior written consent: (a) sells, conveys, contracts to sell, alienates or further encumbers all or any part of the property; or (b) leases all or any part of the property for a term, together with all exercisable options, of 5 years or more; or (c) suffers the title or any interest in the secured property to be divested, whether voluntarily or involuntarily; or (d) changes or permits to be changed the character or use of the property; or (e) is a partnership and any of the general partners' interests are transferred or assigned, whether voluntarily or involuntarily; or (f) is a corporation with fewer than 100 stockholders at the date of execution of this Mortgage and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

14. NO WAIVER. Mortgagee, by accepting payment of any sum secured hereby after its due date, or by making payment or taking any action which, under the provisions hereof Mortgagee is entitled but not obligated to make or take, or by foregoing from enforcing any of its rights, shall not be deemed to have waived its right to require payment from or action by Mortgagee and to declare a default for Mortgagee's failure to do so.

In the event Mortgagee should expressly waive any rights under any provisions of this Mortgage, such waiver shall not be deemed a waiver of any rights Mortgagee may have subsequently to require payment from or action by Mortgagee and to declare a default for Mortgagee's failure to do so.

15. ASSIGNMENT. Mortgagee hereby assigns and transfers to Mortgagee during the continuance of this Mortgage, all rents, issues, profits, royalties, tolls, earnings and income of the property including those arising by reason of any oil, gas or mineral lease thereof, and all installments of money payable pursuant to any contract of sale or lease relating to the property or any part thereof (hereinafter referred to collectively as "income"), together with the right, power and authority to collect and retain all such income as it becomes due and payable. All income received by Mortgagee through the exercise of the foregoing assignment, less all expenses (including reasonable attorneys' fees) incurred by Mortgagee in collecting such income shall be applied by Mortgagee on any indebtedness secured by this Mortgage at such time and in the manner and amount as Mortgagee may determine. Without limiting the generality of the foregoing, such application may include payment of periodic installments of principal and interest, or reduction of the principal balance or reimbursement to Mortgagee as provided in Paragraph 8. The foregoing assignment is intended as an assignment to take effect only upon a default by Mortgagee in any of Mortgagee's obligations under this Mortgage, and Mortgagee accordingly reserves the right, prior to any such default, to collect and retain all such income as it becomes due and payable.

16. DEFAULT BY MORTGAGOR. Upon default by Mortgagee in payment of any indebtedness secured, or in the performance of any obligation imposed upon Mortgagee, by this Mortgage, Mortgagee may, without notice and without regard to the adequacy of the security for the indebtedness secured hereby, either personally or by attorney or agent, without bringing any action or proceeding, without entering into possession of the property, or by receiver to be appointed by a court, (a) enter into possession and hold, occupy, possess and enjoy the property; (b) make, cancel, enforce, modify or terminate leases; (c) obtain and eject tenants; (d) set or modify rents; (e) take, receive and collect all or any part of the rents, issues, profits, royalties, tolls, earnings, income and installments (hereinafter referred to collectively as "income") as it becomes due and payable. After paying such costs of maintenance and operation of the property as it in its judgment may deem proper, Mortgagee may apply the balance upon the entire indebtedness then secured hereby. The acceptance of such income shall not constitute a waiver of any other right which

Mortgagee may have under this Mortgage or under the laws of Florida. The receipt and application by Mortgagee of such income pursuant hereto, shall not cure any breach or default, nor affect any proceeding instituted by reason thereof, but such income, less all costs of operation and maintenance, when received by Mortgagee, shall be applied in reduction of the entire indebtedness from time to time secured hereby. Mortgagee shall not in any manner obstruct or interfere with any of Mortgagee's rights under this Paragraph 16. In the event Mortgagee acts under the provisions of this Paragraph 16, Mortgagee shall pay a service charge in an amount equal to five percent (5%) of all income collected by Mortgagee.

17. UPON REQUEST, OF MORTGAGOR, MORTGAGEE MAY, AT ITS SOLE OPTION, FROM TIME TO TIME MAKE FUTURE ADVANCES TO MORTGAGOR, PROVIDED, HOWEVER, THAT SUCH ADVANCES ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE HEREOF AND THAT THE TOTAL PRINCIPAL SECURED HEREBY AND REMAINING UNPAID, INCLUDING ANY SUCH ADVANCES, SHALL NOT AT ANY TIME EXCEED THE AGGREGATE OUTSTANDING PRINCIPAL SUM OF \$ 0.00 PLUS ANY DISBURSEMENTS MADE BY MORTGAGEE FOR THE PAYMENT OF TAXES, LEVIES, OR INSURANCE ON THE MORTGAGED PROPERTY, WITH INTEREST ON SUCH DISBURSEMENTS AT THE DEFAULT RATE PROVIDED IN PROMISSORY NOTE SECURED HEREBY. MORTGAGOR SHALL EXECUTE AND DELIVER TO MORTGAGEE A NOTE EVIDENCING EACH AND EVERY SUCH FUTURE ADVANCE WHICH MORTGAGEE MAY MAKE; AND SUCH DOCUMENTS AS MORTGAGEE MAY REQUIRE TO REFLECT THAT SUCH NOTE IS SECURED HEREBY. MORTGAGOR SHALL PAY ALL SUCH FUTURE ADVANCES WITH INTEREST PROVIDED THEREFOR; AND THE SAME, AND EACH NOTE EVIDENCING THE SAME, SHALL BE SECURED HEREBY. NOTHING HEREIN CONTAINED SHALL OBLIGATE MORTGAGEE TO MAKE ANY SUCH FUTURE ADVANCES. THE WORD "MORTGAGOR" AS USED IN THIS PARAGRAPH, INCLUDES ANY SUCCESSOR IN OWNERSHIP OF THE MORTGAGED PROPERTY OR ANY PART THEREOF. THE WORD "MORTGAGEE" AS USED IN THIS PARAGRAPH INCLUDES ANY ASSIGNEE OF MORTGAGEE.

18. FEES. Mortgagee shall pay to Mortgagee the maximum amount as may from time to time be permitted by law for furnishing in connection with the obligations secured hereby, each statement pursuant to any statute at the time then in force. Additionally, Mortgagee shall pay Mortgagee's fees, charges and expenses for any other statement, information or services furnished by Mortgagee in connection with the obligations secured hereby. Said services may include, but shall not be limited to, the processing by Mortgagee, of assumptions, substitutions, modifications, extensions, renewals, sub-ordinations, rescissions, changes of owner, the processing of, or joinder in the execution of, any map, plat survey or other instrument affecting or describing the property (including all recording costs), recordation of map, plat or record of survey, grants of easements, and full and partial releases, and the obtaining by Mortgagee of any policies of insurance pursuant to any of the provisions contained in this Mortgage.

19. WAIVER OF STATUTE OF LIMITATIONS. Mortgagee hereby waives, to the fullest extent permissible by law, the statute of limitations as a defense to any demand or obligation secured by this Mortgage.

20. GENERAL PROVISIONS

A. The term "Mortgagee" shall mean all parties executing this Mortgage as Mortgagee, their respective heirs, legatees, devisees, administrators, executors, successors in interest and assigns, provided that Mortgagee shall not be obligated to give any notice required hereunder to any Mortgagee other than as shown on the face page hereof.

B. The term "Mortgagee" shall mean the owner and holder (including a pledgee) of the note secured hereby, whether or not named as Mortgagee herein.

C. Every provision of the Mortgage imposing upon Mortgagee an obligation to perform an act, or embodying an agreement by Mortgagee to perform an act, shall be construed as obligating Mortgagee to pay all costs and expenses relating thereto.

D. In the event any provision hereof shall be declared invalid or unenforceable through a final judgment in a court having competent jurisdiction, the validity or enforceability of any of the remaining terms hereof shall not be thereby impaired.

E. In this Mortgage, wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa, and if more than one person is named as Mortgagee, the obligations of Mortgagee shall be the joint and several obligations of each person.

F. The term "attorneys' fees" shall include all costs, expenses and attorneys' fees incurred prior to the institution of any proceeding, during the pendency thereof, and at all levels of appeal.

G. Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.

O.R. 760 PG 1243

21. ADJUSTABLE MORTGAGE LOAN (VARIABLE RATE). The note secured by this Mortgage Deed contains provisions which may result in increases in the interest rate, in the monthly installments, and in the unpaid principal balance. Reference is hereby made to the Promissory Note for the specific provisions relating to such increases.

The undersigned Mortgagor(s) request(s) that a copy of any notice required hereunder be mailed to each Mortgagor named on the face page hereof, at the address set forth thereon.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR AN ADJUSTABLE INTEREST RATE AND CONTAINS PROVISIONS WHICH MAY REQUIRE A BALLOON PAYMENT AT MATURITY.

Signature of Mortgagor

Witness Mary Lagasse

Witness Tommy L. Crinion

Witness _____

Witness _____

Borrower Robert W. Woebber
ROBERT W. WOEBBER

Borrower Patricia L. Woebber
PATRICIA L. WOEBBER

Borrower _____

Borrower _____

STATE OF FLORIDA
COUNTY OF St. Johns SS.

The foregoing instrument was acknowledged before me this 16th day of October 1987, by _____

ROBERT W. WOEBBER AND PATRICIA L. WOEBBER, HIS WIFE

P.W.

(Notary Seal)

Mary Lagasse
Notary Public
State of Florida
My Commission Expires 10/20/87

Mortgage Deed



In: Estate
R9: Estate
Rec: 24.00
Doc: 44.25
TNT: 59.00

O.R. 761 PG 0803

O.R. 760 PG 1244

O.R. 761 PG 0804

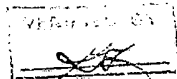
EXHIBIT "A"

Condominium Unit Number K-36, OCEAN VILLAGE CLUB, A CONDOMINIUM, and an undivided interest in the common elements and the limited common elements thereunto appurtenant as declared in Declaration of Condominium recorded in Official Records Book 674, page 1369; which has been amended in O.R. 678, page 1997; O.R. 687, page 595, O.R. 693, page 786; and in O.R. 703, page 1905; and in O.R. 709, page 1738 and re-recorded in O.R. 711, page 1092; and in O.R. 711, page 1959; and in O.R. 727, page 146C; and in O.R. 740, page 1038 of the public records of St. Johns County, Florida.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 OCT 26 PM 1:04

Carl "Bud" Markel
CLERK OF DISTRICT COURT



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 OCT 16 PM 3:27

Carl "Bud" Markel
CLERK OF DISTRICT COURT

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
501 First Union Bank Building
St. Augustine, Florida 32084

**TENTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
OCEAN VILLAGE CLUB, A CONDOMINIUM**

THIS TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM, is made this 12th day of January, 1988, by OCEAN VILLAGE OF ST. AUGUSTINE, LTD. a/k/a OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida Limited Partnership, and W. M. SANDERLIN CORPORATION, a Florida corporation as its general partner ("Developer"),

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium dated May 22, 1985 and recorded May 24, 1985 in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium recorded in Official Records Book 693, Page 786, Public Records of St. Johns County, Florida; Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida; and Eighth Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 740, Page 1038, Public Records of St. Johns County, Florida; and Ninth Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 752, Page 1631, re-recorded in Official Records Book 761, Page 1802 (collectively the "Declaration"); and

WHEREAS, the unamended Declaration submitted Phases I through VIII to condominium ownership and provided for the submission of additional phases at the option of Developer; and

WHEREAS, Developer has elected to develop the Condominium in eighteen (18) phases under the alternate plot plan contained in the unamended Declaration; and

WHEREAS, Developer has made non-material changes in the legal descriptions of said phases, and in order to enhance the Condominium has made modifications in the location and configuration of some of the existing and proposed buildings and other improvements without reducing the size or number of units in any building; and

WHEREAS, the foregoing changes have required Developer to revise the legal descriptions of the parcels covering the recreation areas and other facilities which may be added to the Condominium as common elements pursuant to the Declaration; and

WHEREAS, Phases XV and XVI were submitted to condominium ownership by the Eighth and Ninth Amendments respectively; and

WHEREAS, Building M-1 is being submitted herewith as Phase XVIII, and Phases IX, X, XI, XII, XIII, XIV and XV are unsubmitted proposed phases which Developer has the right but not the obligation to add in the future; and

WHEREAS, Developer, as the owner of the unsubmitted proposed phases and parcels, desires to ensure that the owners of all units in the submitted phases have a non-exclusive perpetual easement for ingress and egress over and across those portions of the unsubmitted phases and parcels through which any of the roads serving the Condominium pass.

NOW THEREFORE, Developer hereby amends and clarifies the Declaration as follows:

1. Exhibit A-1, attached hereto, contains the correct legal description of all phases and parcels and the Exhibits contained in the Declaration and the aforesaid Amendments which describe said phases and parcels are hereby amended to conform to the legal descriptions contained in attached Exhibit A-1.

2. A revised plot plan incorporating all of the modifications to the Condominium is attached hereto as Exhibit A-2 and the plot plans contained in the Declaration and the aforesaid Amendments are hereby amended to conform to the revised plot plan attached as Exhibit A-2.

3. A revised phasing plan which accurately depicts the location of all submitted and proposed phases and proposed parcels is attached hereto as Exhibit A-3 and the phasing plans contained in the Declaration are hereby amended to conform to said revised phasing plan attached as Exhibit A-3.

4. All roads, drives and parking areas providing ingress, egress and parking for the submitted phases have been substantially completed as depicted on the revised plot plan attached as Exhibit A-2. In the event Developer elects not to submit any unsubmitted phase to condominium ownership or add any of the parcels describing the recreation areas and other facilities as common elements, the owners of all units in the submitted phases shall continue to have a non-exclusive perpetual easement for ingress and egress over and across all portions of the unsubmitted phases or parcels through which any of the existing roads and drives pass. Developer reserves the right to relocate any of the existing roads and drives which cross an unsubmitted phase or parcel and substitute therefore an easement in recordable form to the Association over such relocated road or drive, provided the new road or drive is comparable to the former road or drive and affords a continuous means of access from each submitted phase to a public road right of way.

5. Appendix I to Exhibits "A" and "D" to the Declaration as amended by Exhibit "A" of this Tenth Amendment, are amended to add, as a part of said Exhibits, the Supplemental Drawings for Building M-1, Phase XVIII attached hereto as Exhibit "B-1".

6. The Developer hereby submits the lands described on Exhibit "B-2" attached hereto, and all improvements thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase XVIII of OCEAN VILLAGE CLUB, a Condominium.

7. The units situated within Phase XVIII are Type I units and shall be identified as follows:

Unit M-11	Unit M-21	Unit M-31
Unit M-12	Unit M-22	Unit M-32
Unit M-14	Unit M-23	Unit M-33
Unit M-15	Unit M-24	Unit M-34
Unit M-16	Unit M-25	Unit M-35
Unit M-17	Unit M-26	Unit M-36

8. The consents of all mortgagees, a plot plan, a survey, surveyor's certificate and graphic description of the improvements in said Phase XVIII are attached hereto.

9. The undivided share in the common elements appurtenant to each unit is an undivided 1/210 share and each unit's share of the common expense and common surplus is a 1/210 share after the submission of Phase XVIII, pursuant to the formula set forth in Paragraph E of Article VII of the Declaration.

10. In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 12 day of January, 1988.

Signed, sealed and delivered
in the presence of:

Jennifer A. Dorst
Witness One

Charissa E. Thompson
Witness Two

OCEAN VILLAGE OF ST. AUGUSTINE A/K/A
OCEAN VILLAGE CLUB OF ST. AUGUSTINE,
LTD., a Florida Limited Partnership

By: W. M. SANDERLIN CORPORATION,
as its General Partner

By: W. M. Sanderlin
Its General Partner

Signed, sealed and delivered
in the presence of:

Jennifer A. Dorst
Witness One

Charissa E. Thompson
Witness Two

W. M. SANDERLIN CORPORATION, a
Florida corporation, as General
Partner of OCEAN VILLAGE CLUB OF
ST. AUGUSTINE, LTD., a Florida
Limited Partnership

By: W. M. Sanderlin
Its General Partner

STATE OF FLORIDA)
COUNTY OF CRANFORD) S.S.:

BEFORE ME, a Notary Public in and for the foregoing County and State, personally appeared William S. Sanderlin Sr. the President of W. M. SANDERLIN CORPORATION, the General Partner of OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership, both for and on behalf of said partnership and for and on behalf of W. M. SANDERLIN CORPORATION as General Partner of said partnership this 12th day of JANUARY, 1988.

WITNESS my hand and Notarial Seal.

Charissa E. Thompson
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Jan. 15, 1993
Became Notary Public, State of Florida

EXHIBIT A-1PHASE I

A parcel of land lying in Government Lot 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a point of commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; thence run North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 104.92 feet to the Point of Beginning of this description: Thence continue North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 156.43 feet; Thence North 45°02'00" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 427.53 feet; thence South 44°58'00" East, a distance of 110.64 feet; thence South 45°02'00" West, a distance of 166.67 feet; Thence South 44°58'00" East, a distance of 135.00 feet; Thence South 45°02'00" West, a distance of 88.05 feet; Thence North 44°58'00" West, a distance of 60.00 feet; Thence South 45°02'00" West, a distance of 120.00 feet; Thence North 44°58'00" West, a distance of 50.16 feet; thence South 45°02'00" West, a distance of 131.03 feet to the Point of Beginning of this Description.

Containing 1.71 Acres, more or less.

PHASE II

A parcel of land lying in Government Lots 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; from said Point of Beginning run North 14°58'00" West along said Easterly right-of-way line of State Road A-1-A a distance of 104.92 feet; Thence North 45°02'00" East departing said Easterly right-of-way line of State Road A-1-A a distance of 131.03 feet; Thence South 44°58'00" East a distance of 50.16 feet; Thence North 45°02'00" East, a distance of 120.00 feet; thence South 44°58'00" East a distance of 60.00 feet; Thence South 45°02'00" West a distance of 130.00 feet; Thence South 44°58'00" East a distance of 54.54 feet; Thence South 45°02'00" West a distance of 97.43 feet to a point on the said Northerly right-of-way line of Dondanville Road; Thence South 89°11'00" West along said Northerly right-of-way line of Dondanville Road a distance of 106.00 feet to the Point of Beginning of this description.

Containing 0.73 Acres, more or less.

PHASE III

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; thence run North 89°11'00" East along said Northerly right-of-way line of Dondanville Road a distance of 106.00 feet to the Point of Beginning of this description: Thence North 45°02'00" East departing said Northerly right-of-way line of Dondanville Road a distance of 97.43 feet; thence North 44°58'00" West a distance of 54.54 feet; Thence North 45°02'00" East a distance of 218.05 feet; Thence South 0°49'00" East a distance of 258.87 feet to a Point on said Northerly right-of-way line of Dondanville Road; Thence South 89°11'00" West along said Northerly right-of-way line of Dondanville Road a distance of 188.38 feet to the Point of Beginning of this Description.

Containing 0.64 Acres, more or less.

PHASE IV

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along said Northerly right-of-way line of Dondanville Road a distance of 551.88 feet; Thence North 0°49'00" West departing said Northerly right-of-way line of Dondanville Road a distance of 180.01 feet; Thence North 89°11'00" East a distance of 210.00 feet; Thence North 0°49'00" West a distance of 128.01 feet; Thence North 89°11'00" East a distance of 292.55 feet; Thence North 5°22'44" West a distance of 151.51 feet; Thence North 89°13'38" East a distance of 176.28 feet to the Point of Beginning of this Description; Thence North 0°49'00" West a distance of 160.00 feet; Thence North 89°13'38" East a distance of 131.18 feet; Thence South 0°46'22" East a distance of 35.00 feet; Thence North 89°13'38" East a distance of 67.67 feet; Thence North 5°21'55" West a distance of 35.11 feet; Thence North 89°13'38" East a distance of 45.14 feet; Thence South 5°21'55" East a distance of 160.52 feet; Thence South 89°13'38" West a distance of 253.90 feet to the Point of Beginning of this Description.

Containing 0.86 Acres, more or less.

PHASE V

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along the said Northerly right-of-way line of Dondanville Road a distance of 551.88 feet; Thence North 0°49'00" West departing said Northerly right-of-way line of Dondanville Road a distance of 180.01 feet; Thence North 89°11'00" East a distance of 210.00 feet; Thence North 0°49'00" West a distance of 128.01 feet; Thence North 89°11'00" East a distance of 292.55 feet; Thence North 5°22'44" West a distance of 151.51 feet to the Point of Beginning of this Description; Thence North 44°58'00" West a distance of 264.98 feet; Thence North 89°13'38" East a distance of 311.56 feet; Thence South 0°49'00" East a distance of 17.55 feet; Thence South 76°37'05" East a distance of 50.83 feet; Thence South 0°49'00" East a distance of 160.00 feet; Thence South 89°13'38" West a distance of 176.28 feet to the Point of Beginning of this Description.

Containing 1.14 Acres, more or less.

PHASE VI

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along the said Northerly right-of-way line of Dondanville Road a distance of 294.38 feet to the Point of Beginning of this Description; Thence North 0°49'00" West departing said Northerly right-of-way line of Dondanville Road a distance of 209.47 feet; Thence North 89°11'00" East a distance of 41.36 feet; Thence South 44°58'00" East a distance of 60.48 feet; Thence North 45°02'00" East a distance of 52.00 feet; Thence South 44°58'00" East a distance of 72.86 feet; Thence North 89°11'00" East a distance of 85.95 feet; Thence South 0°49'00" East a distance of 150.01 feet; Thence South 89°11'00" West a distance of 257.50 feet to the Point of Beginning of this Description.

Containing 1.04 Acres, more or less.

PHASE VII

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 89° 11' 00" East along the said Northerly right of way line of Dondanville Road a distance of 551.88 feet; thence North 0° 49' 00" West departing said Northerly right of way line of Dondanville Road a distance of 150.01 feet to the point of Beginning of this description; thence South 89° 11' 00" West a distance of 85.95 feet; thence North 44° 58' 00" West a distance of 82.86 feet; thence South 89° 11' 00" West a distance of 113.83 feet; thence North 0° 49' 00" West a distance of 49.40 feet; thence North 45° 02' 00" East a distance of 164.27 feet; thence South 44° 58' 00" East a distance of 269.38 feet; thence South 89° 11' 00" West a distance of 48.00 feet; thence South 0° 49' 00" East a distance of 30.00 feet to the Point of Beginning of this description.

Containing 0.77 acres, more or less.

PHASE VIII

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 89° 11' 00" East along the said Northerly right of way line of Dondanville Road a distance of 294.38 feet; thence North 0° 49' 00" West departing said Northerly right of way line of Dondanville Road a distance of 258.87 feet to the Point of Beginning of this description; thence North 44° 58' 00" West a distance of 135.00 feet; thence North 45° 02' 00" East a distance of 266.30 feet; thence South 44° 58' 00" East a distance of 75.00 feet; thence South 0° 49' 00" East a distance of 83.62 feet; thence South 45° 02' 00" West a distance of 208.05 feet to the Point of Beginning of this description.

Containing 0.79 acres, more or less.

PHASE IX

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 89° 11' 00" East along the said Northerly right of way line of Dondanville Road, a distance of 551.88 feet; thence North 00° 49' 00" West departing said Northerly right of way line of Dondanville Road, a distance of 180.01 feet; thence North 89° 11' 00" East a distance of 210.00 feet; thence North 00° 49' 00" West a distance of 128.01 feet; thence North 89° 11' 00" East a distance of 158.00 feet to the Point of Beginning of this description; thence North 44° 58' 00" West a distance of 235.00 feet; thence North 45° 02' 00" East a distance of 193.09 feet; thence South 44° 58' 00" East a distance of 211.96 feet; thence South 05° 22' 44" East a distance of 151.51 feet; thence South 89° 11' 00" West a distance of 134.55 feet to the Point of Beginning of this description.

Containing 1.22 acres, more or less.

PHASE X

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right of way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along the said Northerly right-of-way line of Dondanville Road a distance of 551.88 feet; Thence North 0°49'00" West departing said Northerly right-of-way line of Dondanville Road a distance of 180.01 feet; Thence North 89°11'00" East a distance of 210.00 feet; Thence North 0°49'00" West a distance of 32.00 feet to the Point of Beginning of this Description; Thence North 44°58'00" West a distance of 289.25 feet; Thence North 45°02'00" East a distance of 24.23 feet; Thence North 89°11'00" East a distance of 28.59 feet; Thence North 45°02'00" East a distance of 227.67 feet; Thence South 44°58'00" East a distance of 75.51 feet; Thence South 45°02'00" West a distance of 92.17 feet; Thence South 44°58'00" East a distance of 235.00 feet; Thence South 89°11'00" West a distance of 158.00 feet; Thence South 0°49'00" East, a distance of 96.01 feet to the Point of Beginning of this Description.

Containing 1.20 Acres, more or less.

PHASE XI

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 1376.56 feet to the Point of Beginning of this Description; Thence continue North 89°13'38" East a distance of 274.40 feet; Thence South 5°21'55" East a distance of 101.04 feet; Thence South 86°19'56" West a distance of 282.76 feet; Thence North 0°49'00" West a distance of 115.00 feet to the Point of Beginning of this Description.

Containing 0.69 Acres, more or less.

PHASE XII

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence North 14°58'00" West along said Easterly right-of-way line of State Road A-1-A a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A a distance of 1065.00 feet to the Point of Beginning of this Description; Thence continue North 89°13'38" East a distance of 311.56 feet; Thence South 0°49'00" East a distance of 171.83 feet; Thence South 89°13'38" West a distance of 311.56 feet; Thence North 0°49'00" West a distance of 171.83 feet to the Point of Beginning of this Description.

Containing 1.23 Acres, more or less.

PHASE XIII

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida; being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 851.55 feet to the Point of Beginning of this Description; Thence continue North 89°13'38" East a distance of 213.45 feet; Thence South 0°49'00" East a distance of 171.83 feet; Thence South 45°02'00" West a distance of 100.92 feet; Thence North 44°58'00" West a distance of 202.49 feet; Thence North 0°49'00" West a distance of 97.00 feet to the Point of Beginning of this Description.

Containing 0.89 Acres, more or less.

PHASE XIV

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 731.55 feet; Thence South 00°49'00" East, a distance of 97.00 feet to the Point of Beginning of this Description; Thence North 89°13'38" East, a distance of 120.00 feet; Thence South 44°58'00" East, a distance of 180.00 feet; Thence South 45°02'00" West, a distance of 227.67 feet; Thence South 89°11'00" West, a distance of 28.59 feet; Thence North 44°58'00" West, a distance of 140.18 feet; Thence North 66°24'56" East, a distance of 60.60 feet; Thence North 21°21'26" East, a distance of 69.61 feet; Thence North 23°35'04" West, a distance of 98.04 feet; Thence North 00°49'00" West, a distance of 8.94 feet to the Point of Beginning of this Description.

Containing 1.06 Acres, more or less.

PHASE XV

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West, along the said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East, departing said Easterly right-of-way line of State Road A-1-A, a distance of 536.74 feet to the Point of Beginning of this Description; Thence continue North 89°13'38" East, a distance of 194.81 feet; Thence South 0°49'00" East, a distance of 105.94 feet; Thence South 23°35'04" East, a distance of 98.04 feet; Thence South 21°21'26" West, a distance of 69.61 feet; Thence South 66°24'56" West, a distance of 125.82 feet; Thence North 44°58'00" West, a distance of 151.68 feet; Thence North 0°49'00" West, a distance of 73.54 feet; Thence North 45°02'00" East, a distance of 21.17 feet; Thence North 0°49'00" West, a distance of 112.52 feet to the Point of Beginning of this Description.

Containing 1.34 Acres, more or less.

PHASE XVI

A parcel of land lying in Government Lots 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A a distance of 261.35 feet to the Point of Beginning of this description; thence continue North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A, a distance of 189.98 feet; thence North 45° 02' 00" East departing said Easterly right of way line of State Road A-1-A a distance of 272.00 feet; thence South 44° 58' 00" East a distance of 164.53 feet; thence South 45° 02' 00" West a distance of 366.99 feet to the Point of Beginning of this description. Containing 1.21 acres, more or less.

PHASE XVII

A parcel of land lying in Government Lots 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence North 14° 58' 00" West along said Easterly right of way line of State Road A-1-A, a distance of 847.54 feet; thence North 89° 13' 38" East departing the Easterly right of way line of State Road A-1-A a distance of 492.22 feet to the Point of Beginning of this description; thence North 89° 13' 38" East a distance of 44.52 feet; thence South 00° 49' 00" East a distance of 112.52 feet; thence South 45° 02' 00" West a distance of 21.17 feet; thence South 00° 49' 00" East a distance of 73.54 feet; thence South 45° 02' 00" West a distance of 160.17 feet; thence North 44° 58' 00" West a distance of 72.53 feet; thence North 45° 02' 00" East a distance of 40.00 feet; thence North 44° 58' 00" West a distance of 92.00 feet; thence North 45° 02' 00" East a distance of 239.02 feet to the Point of Beginning of this description. Containing 0.85 acres, more or less.

PHASE XVIII

A parcel of land lying in Government Lots 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A a distance of 451.33 feet to the Point of Beginning of this description; thence continue North 14° 58' 00" West a distance of 173.21 feet; thence North 45° 02' 00" East departing said Easterly right of way line of State Road A-1-A a distance of 310.14 feet; thence North 89° 13' 38" East a distance of 215.18 feet; thence South 45° 02' 00" West a distance of 551.02 feet to the Point of Beginning of this description. Containing 1.48 acres, more or less.

RECREATION AREA-PARCEL "A"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right of way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along the said Northerly right-of-way line of Dondanville Road, a distance of 551.88 feet; Thence North 00°49'00" West departing said Northerly right-of-way line of Dondanville Road, a distance of 180.01 feet; Thence North 89°11'00" East, a distance of 48.00 feet; Thence North 44°58'00" West, a distance of 199.38 feet to the Point of Beginning of this Description; Thence North 44°58'00" West, a distance of 70.00 feet; Thence North 45°02'00" East, a distance of 43.78 feet; Thence North 00°49'00" West, a distance of 83.62 feet; Thence North 44°58'00" West, a distance of 33.95 feet; Thence North 66°24'56" East, a distance of 65.22 feet; Thence South 44°58'00" East, a distance of 140.18 feet; Thence South 45°02'00" West, a distance of 162.76 feet to the Point of Beginning of this Description. Containing 0.42 Acres, more or less.

RECREATION AREA-PARCEL "B"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 89°11'00" East along the said Northerly right-of-way line of Dondanville Road a distance of 551.88 feet; Thence North 0°49'00" West departing said Northerly right-of-way line of Dondanville Road a distance of 180.01 feet; Thence North 89°11'00" East a distance of 48.00 feet to the Point of Beginning of this Description; Thence North 44°58'00" West a distance of 199.38 feet; Thence North 45°02'00" East a distance of 138.53 feet; Thence South 44°58'00" East a distance of 289.25 feet; Thence South 0°49'00" East a distance of 32.00 feet; Thence South 89°11'00" West a distance of 162.00 feet to the Point of Beginning of this Description. Containing 0.84 Acres, more or less.

RECREATION AREA-PARCEL "C"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State road A-1-A, a distance of 1650.96 feet; Thence South 5°21'55" East a distance of 101.04 feet; Thence South 86°19'56" West a distance of 45.02 feet to the Point of Beginning of this Description; Thence South 5°21'55" East a distance of 134.25 feet; Thence South 89°13'38" West a distance of 67.67 feet; Thence North 0°46'22" West a distance of 35.00 feet; Thence South 89°13'38" West a distance of 131.18 feet; Thence North 76°37'05" West a distance of 50.83 feet; Thence North 0°49'00" West a distance of 74.38 feet; Thence North 86°19'56" East a distance of 237.74 feet to the Point of Beginning of this Description. Containing 0.56 Acres, more or less.

RECREATION AREA-PARCEL "E"

A parcel of land lying in Government Lot 7, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence North 14°58'00" West along said Easterly right-of-way line of State Road A-1-A, a distance of 624.54 feet to the Point of Beginning of this Description; Thence continue North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 223.00 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 277.04 feet; Thence South 45°02'00" West a distance of 310.14 feet to the Point of Beginning of this Description.

Containing 0.69 Acres, more or less.

RECREATION AREA-PARCELS "F" & "G"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; Thence North 89°13'38" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 731.55 feet to the Point of Beginning of this Description; Thence continue North 89°13'38" East a distance of 120.00 feet; Thence South 0°49'00" East a distance of 97.00 feet; Thence South 89°13'38" West a distance of 120.00 feet; Thence North 0°49'00" West a distance of 97.00 feet to the Point of Beginning of this Description.

Containing 0.27 Acres, more or less.

LAUNDRY FACILITY-PARCEL "H"

A parcel of land lying in Government Lot 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement, being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; Thence run North 14°58'00" West along the said Easterly right-of-way line of State Road A-1-A, a distance of 451.33 feet; Thence North 45°02'00" East departing said Easterly right-of-way line of State Road A-1-A, a distance of 272.00 feet to the Point of Beginning of this Description; Thence continue North 45°02'00" East, a distance of 40.00 feet; Thence South 44°58'00" East, a distance of 92.00 feet; Thence South 45°02'00" West, a distance of 40.00 feet; Thence North 44°58'00" West, a distance of 92.00 feet to the Point of Beginning of this Description.

Containing 0.08 Acres, more or less.

LAUNDRY FACILITY - PARCEL "I"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 89° 11' 00" East along said Northerly right of way line of Dondanville Road a distance of 294.38 feet; thence North 0° 49' 00" West departing said Northerly right of way line of Dondanville Road a distance of 209.47 feet; thence North 89° 11' 00" East a distance of 41.36 feet to the Point of Beginning of this description; thence continue North 89° 11' 00" East a distance of 72.47 feet; thence South 44° 58' 00" East a distance of 10.00 feet; thence South 45° 02' 00" West a distance of 52.00 feet; thence North 44° 58' 00" West a distance of 60.48 feet to the Point of Beginning of this description. Containing 0.42 acres, more or less.

LAUNDRY FACILITY - PARCEL "J"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A a distance of 847.54 feet; thence North 89° 13' 38" East departing said Easterly right of way line of State Road A-1-A a distance of 1065.00 feet; thence South 0° 49' 00" East a distance of 171.83 feet to the Point of Beginning of this description; thence South 44° 58' 00" East a distance of 53.02 feet; thence South 45° 02' 00" West a distance of 100.92 feet; thence North 44° 58' 00" West a distance of 53.02 feet; thence North 45° 02' 00" East a distance of 100.92 feet to the Point of Beginning of this description. Containing 0.12 acres, more or less.

CLUB HOUSE - PARCEL "K"

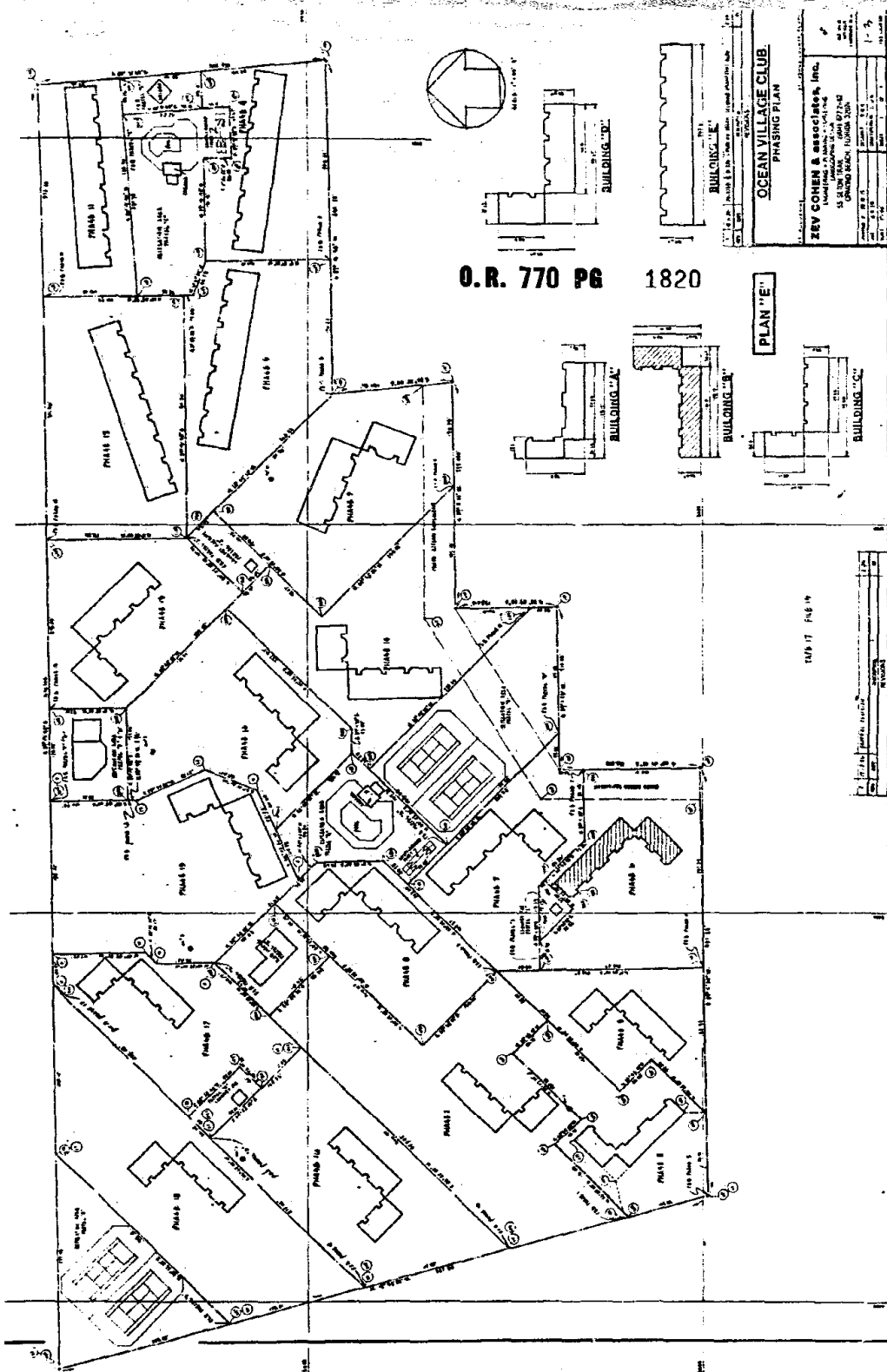
A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A a distance of 847.54 feet; thence North 89° 13' 38" East departing said Easterly right of way line of State Road A-1-A a distance of 536.74 feet; thence South 0° 49' 00" East a distance of 112.52 feet; thence South 45° 02' 00" West a distance of 21.17 feet; thence South 0° 49' 00" East a distance of 73.54 feet to the Point of Beginning of this description; thence South 44° 58' 00" East a distance of 110.64 feet; thence South 45° 02' 00" West a distance of 99.63 feet; thence North 44° 58' 00" West a distance of 110.64 feet; thence North 45° 02' 00" East a distance of 99.63 feet to the Point of Beginning of this description. Containing 0.25 acres, more or less.

GAZEBO - PARCEL "L"

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14° 58' 00" West along the said Easterly right of way line of State Road A-1-A a distance of 847.54 feet; thence North 89° 13' 38" East departing said Easterly right of way line of State Road A-1-A a distance of 1650.96 feet; thence South 5° 21' 55" East a distance of 101.04 feet to the Point of Beginning of this description; thence continue South 5° 21' 55" East a distance of 101.42 feet; thence South 89° 13' 38" West a distance of 45.14 feet; thence North 5° 21' 55" West a distance of 99.14 feet; thence North 86° 19' 56" East a distance of 45.02 feet to the Point of Beginning of this description. Containing 0.10 acres, more or less.



O.R. 770 PG 1820

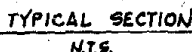
PLAN "E"

OCEAN VILLAGE CLUB
PHASING PLAN

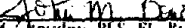
ZEV COHEN & ASSOCIATES, INC.
ARCHITECTS
155 WEST 10TH STREET, SUITE 200
NEW YORK, N.Y. 10011
PHONE: (212) 691-1100
FAX: (212) 691-1101

EXHIBIT "A-3"
REVISED PHASING PLAN

OF OCEAN VILLAGE CLUB
PHASE 1B, BUILDING M-1.



NOTE:
THE FINISHED FLOOR ELEV.
IS BASED ON USC & GS
MSL DATUM.

PREPARED FOR OCEAN VILLAGE CLUB		CERTIFIED TO OCEAN VILLAGE CLUB	
COMMUNITY NO	PANEL NO.	SUFFIX	FIRM ZONE
FIRM ELEVATION		EFFECTIVE DATE	
<input checked="" type="checkbox"/> FOUND IRON ROD <input type="checkbox"/> SET IRON		<input checked="" type="checkbox"/> FOUND CONCRETE MONUMENT <input type="checkbox"/> SET CONCRETE MONUMENT	
		FINAL SURVEY	
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR DEEDS, EASEMENTS OR RIGHTS-OF-WAY BY RECORD. ALL THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED BY THIS SURVEY. FIELD WORK COMPLETED 11/23/87 BASE OF BEARING: EAST R/W LINE OF US 1 BEARING N 14 59 00 W			
CERTIFICATION: WE HEREBY CERTIFY, that the herein described LAND SURVEY & SKETCH are true and correct to the best of our knowledge and belief, that the herein was prepared under our direction and supervision, and that the herein conforms to the applicable requirements of Chapter 472 and Rule 2-111 (F.A.C.).		DATED THIS <u>9th</u> DAY OF <u>Dec</u> , 1987  John W. Bowden, P.E., F.I. Reg. No. 4398	
STEVE BRODY & ASSOC. INC. Consulting Engineers, Planners, Surveyors 66 CUNA STREET, ST. AUGUSTINE, FLORIDA, 32084 (904) 824-3035		INVALID UNLESS EMBOSSED WITH SURVEYORS' IMPRESSION SEAL DATE: 12/9/87 SCALE: 1"=40' F.B. PG. JOB NO. 86-109 DWN. BY: JMB	
		REVISIONS DATE DESCRIPTION	

PHASE XVIII

A parcel of land lying in Government Lots 7 and 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a point of commencement being the intersection of the Easterly right of way line of State Road A-1-A, a 100 foot right of way as now established, with the Northerly right of way line of Dondanville Road, a 60 foot right of way as now established; thence run North 14 degrees 58 minutes 00 seconds West along said Easterly right of way line of State Road A-1-A, a distance of 451.33 feet to the point of beginning of this description; thence continue North 14 degrees 58 minutes 00 seconds West along the said Easterly right of way line of State Road A-1-A a distance of 173.21 feet; thence North 45 degrees 02 minutes 00 seconds East, departing said Easterly right of way line of State Road A-1-A, a distance of 310.14 feet; thence North 89 degrees 13 minutes 38 seconds East, a distance of 215.18 feet; thence South 45 degrees 02 minutes 00 seconds West, a distance of 551.02 feet to the point of beginning of this description.

SUPPLEMENTARY SURVEYOR'S CERTIFICATE
OCEAN VILLAGE CLUB, A CONDOMINIUM, PHASE XVIII, BUILDING M-1

Brian A. Mills certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This certificate is made with reference to Appendix I to Exhibits "A" and "D" to Declaration of Condominium for Ocean Village Club, a Condominium, recorded in Official Records Book 674, at page 1369, public records of St. Johns County, Florida, as amended by Exhibit "A" of the Tenth Amendment to the Declaration as recorded in Official Records Book 770, page 1807, public records of St. Johns County, Florida.
3. As to Building M-1, Phase XVIII, shown on Exhibit "A-2" of said Tenth Amendment and all units therein: (a) the construction of said building is substantially complete so that the material comprising the Exhibits as amended aforesaid, together with the supplemental drawings for Building M-1 attached hereto as Exhibit "B-1" and the provisions of the Declaration, as amended by Tenth Amendment of Declaration of which this certificate is a part, describing the condominium property, are an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements and of each unit can be determined from the materials that comprise said Appendix I to Exhibits "A" and "D" as amended by the Tenth Amendment to which this certificate is a part; and (b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to units and common element facilities serving such buildings have been substantially completed.

Executed this 12th day of January, 1988

Brian A. Mills
 Registered Surveyor
 Florida Certificate No. 4436

(Surveyor's Seal)

EXHIBIT "B-2"

**JOINDER OF MORTGAGE TO
TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OCEAN VILLAGE CLUB, A CONDOMINIUM**

JACKSONVILLE FEDERAL SAVINGS & LOAN ASSOCIATION, as the owner and holder of that certain Mortgage dated June 8, 1983, and recorded June 9, 1983, in Official Records Book 587, Page 906, Public Records of St. Johns County, Florida, said Mortgage encumbering the property described in the foregoing Declaration of Condominium, hereby joins in the making of the foregoing Tenth Amendment to Declaration of Condominium and hereby agrees that the lien of its mortgage, as to that property described in said Declaration, shall be upon the property in St. Johns County, Florida, described as follows:

All the units of OCEAN VILLAGE CLUB, A CONDOMINIUM, according to the foregoing Declaration of Condominium, as Amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Amendments to Declaration, together with all of the appurtenances to said units, including but not limited to all of the undivided interest in the Common Elements and Limited Common Elements.

IN WITNESS WHEREOF, Jacksonville Federal Savings & Loan Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized this 19th day of January, 1988.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

JACKSONVILLE FEDERAL SAVINGS &
LOAN ASSOCIATION

By: *[Signature]*

Office: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL) S.S.:

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared W. M. MASON, JR., the President of JACKSONVILLE FEDERAL SAVINGS & LOAN ASSOCIATION, and that he acknowledged executing the above instrument on behalf of said association.

WITNESS my hand and official seal this 19th day of January, 1988.

FILED IN
CLERK'S OFFICE

1988 JAN 20 AM 10:22

[Signature]
CLERK OF DISTRICT COURT

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 23, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITER.

This Instrument Prepared By:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
501 First Union Bank Building
St. Augustine, Florida 32084

**ELEVENTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
OCEAN VILLAGE CLUB, A CONDOMINIUM**

THIS ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM, is made this 4th day of March, 1988, by OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a/k/a OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., a Florida Limited Partnership, and W. M. SANDERLIN CORPORATION, a Florida corporation as its General Partner ("Developer"),

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium dated May 22, 1985 and recorded May 24, 1985 in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium recorded in Official Records Book 693, Page 786, Public Records of St. Johns County, Florida; Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida; and Eighth Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 740, Page 1038, Public Records of St. Johns County, Florida; and Ninth Amendment to the Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 752, Page 1631, re-recorded in Official Records Book 761, Page 1802; and Tenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 770, Page 1807, Public Records of St. Johns County, Florida, (collectively the "Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration and Exhibits thereto, as amended, in order to add Building J-2 as Phase XIV of said Condominium.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Appendix I to Exhibits "A" and "D" to the Declaration as amended by Exhibit "A" of the Tenth Amendment, are amended to add, as a part of said Exhibits, the Supplemental Drawings for Building J-2, Phase XIV attached hereto as Exhibit "A".

2. The Developer hereby submits the lands described on Exhibit "B" attached hereto, and all improvements thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase XIV of OCEAN VILLAGE CLUB, a Condominium.

3. The units situated within Phase XIV are Type II units and shall be identified as follows:

Unit J-11	Unit J-21	Unit J-31
Unit J-12	Unit J-22	Unit J-32
Unit J-14	Unit J-23	Unit J-33
Unit J-15	Unit J-24	Unit J-34
Unit J-16	Unit J-25	Unit J-35
Unit J-17	Unit J-26	Unit J-36

4. A plot plan, survey, surveyor's certificate and graphic description of the improvements in said Phase XIV are attached hereto.

5. The undivided share in the common elements appurtenant to each unit is an undivided 1/228 share and each unit's share of the common expense and common surplus is a 1/228 share after the submission of Phase XIV, pursuant to the formula set forth in Paragraph E of Article VII of the Declaration.

6. In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 4th day of March, 1988.

Signed, sealed and delivered
in the presence of:

OCEAN VILLAGE OF ST. AUGUSTINE A/K/A
OCEAN VILLAGE CLUB OF ST. AUGUSTINE,
LTD., a Florida Limited Partnership

Kim Callaway
Witness One

BY: W. M. SANDERLIN CORPORATION,
as its General Partner

Lami Dupon
Witness Two

By: [Signature]
Its [Signature]

Signed, sealed and delivered
in the presence of:

W. M. SANDERLIN CORPORATION, a
Florida corporation, as General
Partner of OCEAN VILLAGE CLUB OF
ST. AUGUSTINE, LTD., a Florida
Limited Partnership

Kim Callaway
Witness One

Lami Dupon
Witness Two

By: [Signature]
Its [Signature]

STATE OF FLORIDA)
COUNTY OF ORANGE) S.S.:

BEFORE ME, a Notary Public in and for the foregoing County and State, personally appeared JERRY STEAKLEY, the Vice President of W. M. SANDERLIN CORPORATION, the General Partner of OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD., and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership, both for and on behalf of said partnership and for and on behalf of W. M. SANDERLIN CORPORATION as General Partner of said partnership this 4th day of March, 1988.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires: March 31, 1989

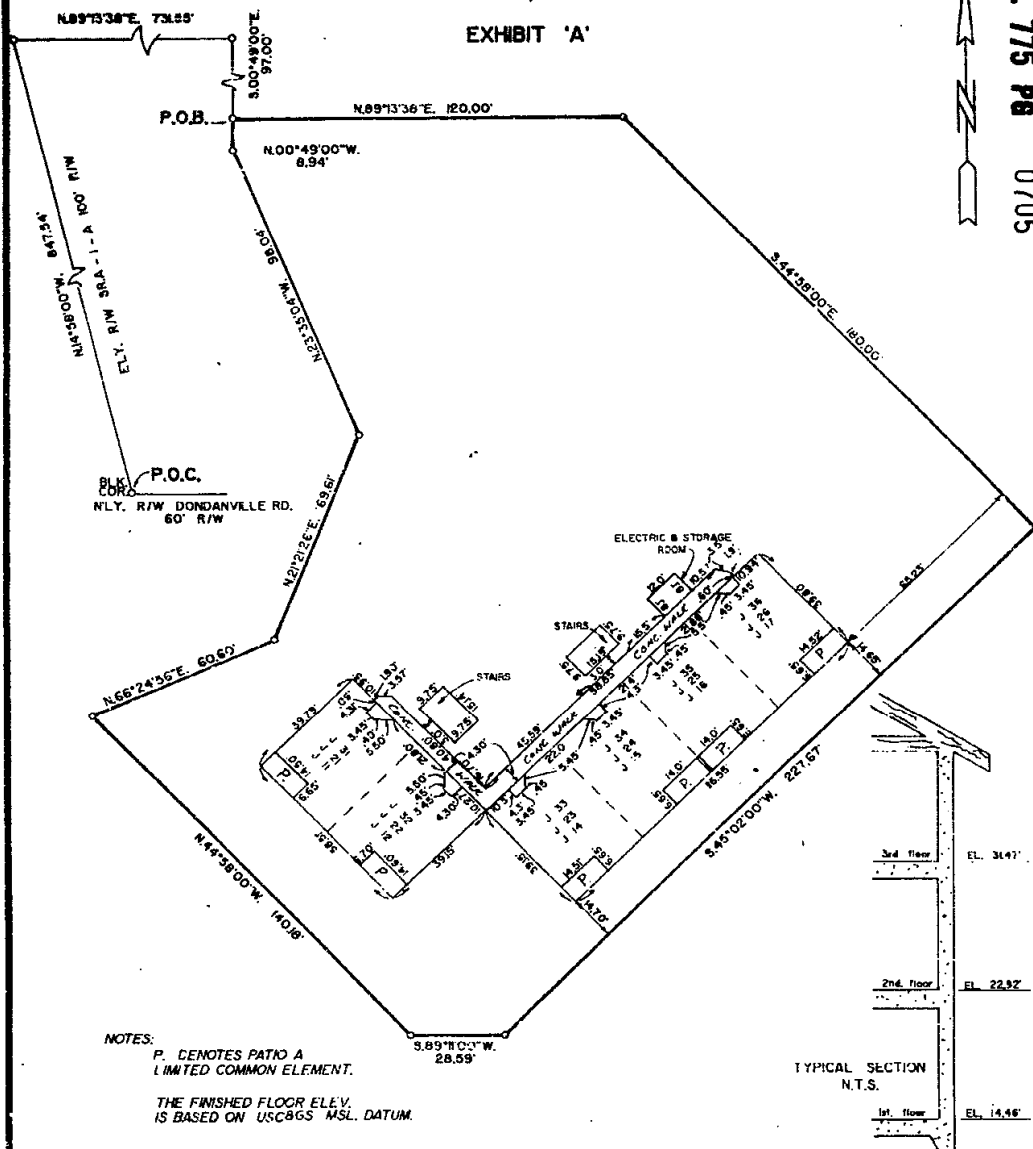
SUPPLEMENTAL DRAWINGS FOR BUILDING J-2, PHASE XIV

CERTIFICATE OF SURVEY

OCEAN VILLAGE CLUB
PHASE 14, BUILDING 'J-2'

EXHIBIT 'A'

O.R. 775 PG 0705



PREPARED FOR OCEAN VILLAGE CLUB CERTIFIED TO OCEAN VILLAGE CLUB

COMMUNITY NO	PANEL NO	SUFFIX	FIRM ZONE	FIRM ELEVATION	EFFECTIVE DATE
● Found Iron Rod ○ Set Iron Rod #LB 3841 □ Replaced Iron Rod with Conc. Mon.	■ Found Concrete Monument □ Set Concrete Monument #LB 3841 ■ Replaced Broken Conc. Mon.	⊙ Found Nail and Disc ⊙ Set Nail and Disc #LB 3841			

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR DEEDS, EASEMENTS OR RIGHTS OF WAY OF RECORD
ALL THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED BY THIS SURVEY FIELD WORK COMPLETED
BASIS OF BEARING THE EASTERLY R/W LINE OF S.R. A 1 A BEARS N 16° 58'00" W.

CERTIFICATION: WE HEREBY CERTIFY, that the herein described LAND SURVEY & SKETCH are true and correct to the best of our knowledge and belief that the herein was prepared under our direction and supervision, and that the herein conforms to the applicable requirements of Chapter 472 and Rule 21-HH (F.A.C.).

DATED THIS 2nd DAY OF Mar. 1988

Brian A. Mills
BRIAN A. MILLS PLS FL REG NO. 4436

QUILLEN MILLS BRODY INC.

Engineers • Planners • Surveyors

66 Cone Street • St. Augustine Florida 32084

ST. AUGUSTINE • ST. JOHNS COUNTY • JACKSONVILLE • DUVAL COUNTY
(904) 824-9121 (904) 824-3033 • (904) 353-6808

SUCCESSORS TO TGA

DATE: 2/29/88		TYPE OF SURVEY	
SCALE: 1" = 40'		DATE	DESCRIPTION
F.B.	PG	2/29/88	BOUNDARY AND CONDOMINIUM SURVEY
JOB NO: 26-109 S.B.			
DWN BY: WDG			

SHEET 1 OF 2

EXHIBIT "B"PHASE XIV

A parcel of land lying in Government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a point of commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100-foot right-of-way as now established, with the Northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; thence run North 14 degrees 58 minutes 00 seconds West along said Easterly right-of-way line of State Road A-1-A, a distance of 847.54 feet; thence North 89 degrees 13 minutes 38 seconds East departing said Easterly right-of-way line of State Road A-1-A, a distance of 731.55 feet; thence South 00 degrees 49 minutes 00 seconds East, a distance of 97.00 feet to the Point of Beginning of this Description; thence North 89 degrees 13 minutes 38 seconds East, a distance of 120.00 feet; thence South 44 degrees 58 minutes 00 seconds East, a distance of 180.00 feet; thence South 45 degrees 02 minutes 00 seconds West, a distance of 227.67 feet; thence South 89 degrees 11 minutes 00 seconds West, a distance of 28.59 feet; thence North 44 degrees 58 minutes 00 seconds West, a distance of 140.18 feet; thence North 66 degrees 24 minutes 56 seconds East, a distance of 60.60 feet; thence North 21 degrees 21 minutes 26 seconds East, a distance of 69.61 feet; thence North 23 degrees 35 minutes 04 seconds West, a distance of 98.04 feet; thence North 00 degrees 49 minutes 00 seconds West, a distance of 8.94 feet to the Point of Beginning of this Description.

Containing 1.06 Acres, more or less.

SUPPLEMENTARY SURVEYOR'S CERTIFICATE
OCEAN VILLAGE CLUB, A CONDOMINIUM, PHASE 14, BUILDING J-2

Brian A. Mills certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This certificate is made with reference to Appendix I to Exhibits "A" and "D" to Declaration of Condominium for Ocean Village Club, a Condominium, recorded in Official Records Book 674, at page 1369, public records of St. Johns County, Florida as amended by Exhibit "A" of the Tenth Amendment to the Declaration as recorded in Official Records Book 770, Page 1807, public records of St. Johns County, Florida.
3. As to Building J-2, Phase 14 shown on Exhibit "A-2" of said Tenth Amendment and all units therein: (a) the construction of said building is substantially complete so that the material comprising the Exhibits as amended aforesaid, together with the supplemental drawings for Building J-2 attached hereto as Exhibit A and the provisions of the Declaration, as amended by the Tenth Amendment and further amended by the Eleventh Amendment of Declaration of which this Certificate is a part, describing the condominium property, are an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements and of each unit can be determined from the materials that comprise said Appendix I to Exhibits "A" and "D" as amended by Exhibit "A" of the Tenth Amendment and by said Eleventh Amendment to which this Certificate is a part; and (b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to units and common element facilities serving such buildings have been substantially completed.

Executed this 2nd day of March, 1988.

FILED IN
RECORDED IN

1988 MAR -8 AM 9 24

Brian A. Mills
CLERK OF DISTRICT COURT

Brian A. Mills
Brian A. Mills, P.L.S.
Registered Surveyor
Florida Certificate No. 4436

(Surveyor's Seal)

State of Florida



Department of State

I certify that the records of this office do not disclose a limited partnership by the name of OCEAN VILLAGE CLUB, LTD., either foreign or domestic, active or inactive.

FILED AND INDEXED IN
CLERK'S OFFICE
TALLAHASSEE, FLA.

83 JUN 29 PM 4:27

See also index
CLERK OF COURT

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of May, 1988.



CR2E022 (8-87)

Jim Smith
Jim Smith
Secretary of State

TWELFTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
OCEAN VILLAGE CLUB, A CONDOMINIUM

This Twelfth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, is made this ____ day of June, 1988 by OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a Florida limited partnership ("Developer").

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium, dated May 22, 1985 and recorded May 24, 1985 in Official Records Book 674, Page 1369; as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 693, Page 786; and Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959; and Seventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460; and Eighth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 740, Page 1038; and Ninth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 752, Page 1631, re-recorded in Official Records Book 761, Page 1802; and Tenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 770, Page 1807; and Eleventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 775, Page 703, all of the Public Records of St. John's County, Florida (collectively the "Declaration"); and

WHEREAS, the Declaration contains a scrivener's error wherein the Developer, OCEAN VILLAGE OF ST. AUGUSTINE, LTD. has been inadvertently identified as OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD.; and

WHEREAS, as evidenced by the certificate attached hereto from the Florida Secretary of State, no limited partnership by the name OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD. exists.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. OCEAN VILLAGE CLUB OF ST. AUGUSTINE, LTD. is hereby deleted wherever it appears in the Declaration and in its place and instead is substituted OCEAN VILLAGE OF ST. AUGUSTINE, LTD.

2. In all other respects, the Declaration remains unmodified and Developer hereby ratifies, confirms and adopts the Declaration and declares same to be in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed the 28th day of JUNE, 1988.

DEVELOPER:

OCEAN VILLAGE OF ST. AUGUSTINE,
LTD., a Florida limited
partnership

BY ITS GENERAL PARTNER:

WITNESSES:

W.M. SANDERLIN CORPORATION, a
Florida corporation

Jennifer A. Dorst
Marilyn D. Pepper

By: Jerry Steakley
Title: Vice President

STATE OF FLORIDA)
COUNTY OF ORANGE) S.S.:

BEFORE ME, a Notary Public in and for the foregoing County and State, personally appeared Jerry Steakley, the Vice President of W.M. SANDERLIN CORPORATION, the General Partner of OCEAN VILLAGE OF ST. AUGUSTINE, LTD., and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership, both for and on behalf of said partnership and for and on behalf of W.M. SANDERLIN CORPORATION as General Partner of said partnership this 28th day of JUNE, 1988.

WITNESS my hand and Notarial Seal.

Charlotte E. Thompson
NOTARY PUBLIC

My Commission Expires:



F198JJKM01-E4

06/25/88 PREPARED BY: JOSEPH KADGW
570 N. ORANGE AVENUE, SUITE 1100
ORLANDO, FL 32802

Notary Public, State of Florida
My Commission expires Jan. 24, 1992

89-B-283

THIS INSTRUMENT WAS PREPARED BY:
John G. Barry, III, Esquire
of NACHMANN, OVERDAKER & Barry, P.A.
1719 Standing Boulevard
Jacksonville, Florida 32210

Recording 2400
Doc. Stamps 6450
Intan. Tax 8600

89 10341

(Specs Above This Line For Recording Data)

O.R. 818 PG 1029

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 21
1989. The mortgagor is CHARLIE B. MOCK, A SINGLE MAN
("Borrower"). This Security Instrument is given to
THE MORTGAGE LION, INC., which is organized and existing
under the laws of the State of Florida, and whose address is
2432 Baymeadows Rd., Suite 160 Jacksonville, FL 32256 ("Lender").
Borrower owes Lender the principal sum of FORTY THREE THOUSAND AND NO/100
Dollars (U.S. \$ 43,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on May 1, 2019. This Security
instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in ST. JOHNS County, Florida:

Lots 1943 and 1944, St. Augustine South, Unit No. 7, according to plat
thereof as recorded in Map Book 8, Pages 38, 39, 40 and 41 of the
public records of St. Johns County, Florida.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

Documentary Tax Pd. \$ 64.50
\$ 86.00 Intangible Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By: apm D.C.

which has the address of 107 Pelican Road St. Augustine
(Street) (City)
Florida 32086 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FLORIDA—Single Family—FPMV/FPLMC UNIFORM INSTRUMENT

Form 3010 12/83

L-1536

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contends in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or foreclosure of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 15 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☒ Other(s) [specify] MODIFICATION RIDER TO FNMA/FHLMC SECURITY INSTRUMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CHARLIE B. MOCK

(Seal)
 Borrower

(Seal)
 Borrower

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA
 COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Charlie B. Mock who acknowledged before me that he executed the within instrument for the purposes contained therein.

WITNESS my hand and seal this 21st day of April, 1989.

NOTARY PUBLIC



This Instrument Prepared By:

JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

FOURTEENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF

90 1152

OCEAN VILLAGE CLUB, A CONDOMINIUM

THIS FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM, is made this 11th day of JANUARY, 1990, by OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a Florida Limited Partnership, and W.M. SANDERLIN CORPORATION, a Florida corporation, as its General Partner (collectively the "Developer")

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium, dated May 22, 1985, and recorded May 24, 1985, in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida, as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 693, Page 786, Public Records of St. Johns County, Florida; and Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida; and Eighth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 740, Page 1038, Public Records of St. Johns County, Florida; and Ninth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 752, Page 1631, re-recorded in Official Records Book 761, Page 1802; and Tenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 770, Page 1807, Public Records of St. Johns County, Florida; and Eleventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 775, Page 703, Public Records of St. Johns County, Florida; and Twelfth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 787, Page 0482, Public Records of St. Johns County, Florida; and Thirteenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 818, Page 1301, of the Public Records of St. Johns County, Florida, (collectively the "Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration and Exhibits thereto, as amended, in order to add Building H-1 as Phase IX of said Condominium.

NOW, THEREFORE, Developer hereby amends the declaration as follows:

1. Appendix I to Exhibits "A" and "D" to the Declaration as amended by Exhibit "A" of the Tenth Amendment, are amended to add, as a part of said Exhibits, the Supplemental Drawings for Building H-1, Phase IX, attached hereto as Exhibit "A".

2. The Developer hereby submits the lands described on Exhibit "B" attached hereto, and all improvements thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase IX of OCEAN VILLAGE CLUB, a Condominium.

3. The units situated within Phase IX are Type II units and shall be identified as follows:

Unit H-11	Unit H-21	Unit H-31
Unit H-12	Unit H-22	Unit H-32
Unit H-14	Unit H-23	Unit H-33
Unit H-15	Unit H-24	Unit H-34
Unit H-16	Unit H-25	Unit H-35
Unit H-17	Unit H-26	Unit H-36

4. A plot plan, survey, surveyor's certificate and graphic description of the improvements in said Phase IX are attached hereto

5. The undivided share in the common elements appurtenant to each unit is an undivided 1/246 share and each unit's share of the common expense and common surplus is a 1/246 share after the submission of Phase IX, pursuant to the formula set forth in Paragraph E of Article VII of the Declaration.

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

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 11th day of January, 1990.

Signed, sealed and delivered
in the presence of:

OCEAN VILLAGE OF ST. AUGUSTINE,
LTD., a Florida Limited
Partnership

BY: W.M. SANDERLIN CORPORATION,
as its General Partner

By: [Signature]
Its Vice-President

W.M. SANDERLIN CORPORATION, a
Florida corporation, as General
Partner of OCEAN VILLAGE OF
ST. AUGUSTINE, LTD., a Florida
Limited Partnership

By: [Signature]
Its Vice-President

O.R. 843 PG 1020

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, a Notary Public in and for the foregoing County and State, personally appeared, James M. Blasco, the Secretary/Treasurer of W.M. SANDERLIN CORPORATION, the General Partner of OCEAN VILLAGE OF ST. AUGUSTINE, LTD., and acknowledged the execution of the foregoing instrument as the free act and deed of said corporation and partnership both, for and on behalf of said partnership and for and on behalf of W.M. SANDERLIN CORPORATION, as General Partner of said partnership, this 11th day of January, 1990.

WITNESS my hand and official seal.

James M. Blasco
Notary Public
State of Florida at Large.

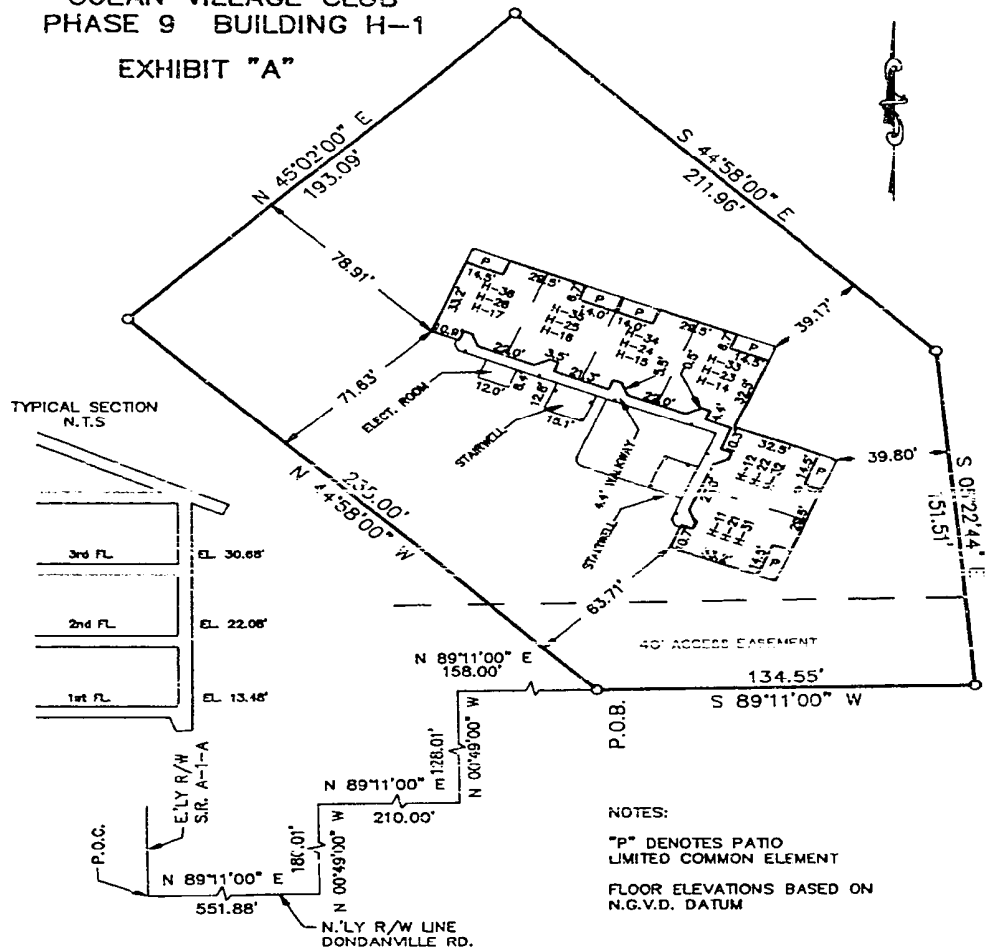
My Commission expires:

Notary Public, State of Florida

My Commission expires April 3, 1993



CERTIFICATE OF SURVEY OCEAN VILLAGE CLUB PHASE 9 BUILDING H-1 EXHIBIT "A"



NOTES:

"P" DENOTES PATIO
LIMITED COMMON ELEMENT

FLOOR ELEVATIONS BASED ON
N.G.V.D. DATUM

PREPARED FOR <u>OCEAN VILLAGE CLUB</u>		CERTIFIED TO <u>OCEAN VILLAGE CLUB</u>	
COMMUNITY NO	PANEL NO	SUFFIX	FIRM ZONE
<input type="checkbox"/> Found Iron Rod <input type="checkbox"/> Set Iron Rod #LB 4958 <input type="checkbox"/> Replaced Iron Rod with Conc. Mon		<input type="checkbox"/> Found Concrete Monument <input type="checkbox"/> Set Concrete Monument #LB 4958 <input type="checkbox"/> Replaced Broken Conc. Mon	
<input type="checkbox"/> Found Nail and Disc <input type="checkbox"/> Set Nail and Disc #LB 4958			
LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR DEEDS, EASEMENTS OR RIGHTS OF WAY OF RECORD ALL THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED BY THIS SURVEY. FIELD WORK COMPLETED: <u>12/14/89</u> BASIS OF BEARING: <u>THE NORTHERLY R/W LINE OF DONDANVILLE ROAD BEARS N 89°11'00\" E</u>			
CERTIFICATION: WE HEREBY CERTIFY, that the herein described LAND SURVEY & SKETCH are true and correct to the best of our knowledge and belief, that the herein was prepared under our direction and supervision, and that the herein conforms to the applicable requirements of Chapter 472 and Rule 21-HH (F.A.C.).		DATED THIS <u>19th</u> DAY OF <u>Dec</u> , 198 <u>9</u> <u>Brian A. Mills</u> BRIAN A. MILLS PLS FL REG NO. 4436 <small>INVALID UNLESS EMBOSSED WITH SURVEYORS IMPRESSION SEAL</small>	
Quillen Mills Brody, Inc. Consulting Engineers Land Planners Surveyors 3175 U.S. 1 SOUTH (904) 797-8800		DATE: <u>12/13/89</u>	TYPE OF SURVEY
		SCALE: <u>1\" = 50'</u>	DATE: <u>12/18/89</u>
		F.B. <u>8</u> PG. <u>78</u>	DESCRIPTION: <u>BOUNDARY AND CONVEYANCE</u>
		JOB NO <u>86-109-9 SD</u>	SURVEY
		DWN. BY: <u>DB</u>	

ENCLOSURE

A parcel of land lying in government Lot 8, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

From a Point of Commencement being the intersection of the Easterly right-of-way line of State Road A-1-A, a 100 foot right of way as now established, with the northerly right-of-way line of Dondanville Road, a 60-foot right-of-way as now established; thence run North 89 degrees 11 minutes 00 seconds East along the said northerly right-of-way line of Dondanville Road a distance of 551.88 feet; thence North 0 degrees 49 minutes 00 seconds West departing said northerly right-of-way line of Dondanville Road a distance of 180.01 feet; thence North 89 degrees 11 minutes 00 seconds East a distance of 210.00 feet; thence North 0 degrees 49 minutes 00 seconds West a distance of 128.01 feet; thence North 89 degrees 11 minutes 00 seconds East a distance of 158.00 feet to the Point of Beginning of this description; thence North 44 degrees 58 minutes 00 seconds West a distance of 235.00 feet; thence North 45 degrees 02 minutes 00 seconds East a distance of 193.09 feet; thence South 44 degrees 58 minutes 00 seconds East a distance of 211.96 feet; thence South 05 degrees 22 minutes 44 seconds East a distance of 151.51 feet; thence South 89 degrees 11 minutes 00 seconds West a distance of 134.55 feet to the Point of Beginning of this description.

Containing 1.22 acres, more or less.

SUPPLEMENTARY SURVEYOR'S CERTIFICATE
OCEAN VILLAGE CLUB, A CONDOMINIUM, PHASE 9, BUILDING H-1

Brian A. Mills certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This certificate is made with reference to Appendix I to Exhibits "A" and "D" to Declaration of Condominium for Ocean Village Club, a Condominium, recorded in Official Records Book 674, at page 1349, public records of St. Johns County, Florida as Amended by Exhibit "A" of the Tenth Amendment to the Declaration as recorded in Official Records Book 770, Page 1807, public records of St. Johns County, Florida.
3. As to Building H-1, Phase 9 shown on Exhibit "A-2" of said Tenth Amendment and all units therein: (a) the construction of said building is substantially complete so that the material comprising the Exhibits as amended aforesaid, together with the supplemental drawings for Building H-1 attached hereto as Exhibit A and the provisions of the Declaration, as amended by the Tenth Amendment and further amended by the Eleventh Amendment of Declaration of which this Certificate is a part, describing the condominium property, are an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements and of each unit can be determined from the materials that comprise said Appendix I to Exhibits "A" and "D" as amended by Exhibit "A" of the Tenth Amendment and by said Eleventh Amendment to which this Certificate is part; and (b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to units and common element facilities serving such buildings have been substantially completed.

Executed this 19th day of December, 1989.

Brian A. Mills
Brian A. Mills P.L.S.
Registered Surveyor
Florida Certificate No. 4436

EXHIBIT "B"

90 JAN 15 PM 3:00

CLERK OF DISTRICT COURT

SATISFACTION OF MORTGAGE

1/11/92
5/1
KNOW ALL MEN BY THESE PRESENTS, that CHEMICAL MORTGAGE COMPANY does hereby certify, that a certain MORTGAGE DEED, dated the 1st day of November, 1989, recorded on the 14th day of November, 1989, in Record of Mortgages, Book 837, Page 675, in the Office of the Recorder of St. Johns County, State of Florida, executed by Sandra L. Strother to Chemical Mortgage Company on the real estate situated in the County of St. Johns, State of Florida, has been FULLY PAID and SATISFIED, and the Recorder is authorized to discharge the same of record.

IN TESTIMONY WHEREOF, the said Chemical Mortgage Company, by its duly authorized officer, Larry E. Bush, Assistant Vice President, has hereunto set its hand this 7th day of May, A.D. 1992.

Signed and Acknowledged in
Presence of

CHEMICAL MORTGAGE COMPANY

By Larry E. Bush
Larry E. Bush
Assistant Vice President

Lisa Royster
Lisa Royster
Lori Kenny
Lori Kenny

THE STATE OF OHIO
COUNTY OF FRANKLIN

BE IT REMEMBERED, That on this 7th day of May, A.D. 1992, before me, the subscriber, a Notary Public in and for said County, personally came the above named Chemical Mortgage Company by Larry E. Bush, Assistant Vice President, who acknowledged the signing of the foregoing instrument, to be his voluntary act and deed, for uses and purposes therein mentioned, and as the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

[Signature]
Notary Public

This instrument prepared by Chemical Mortgage Company, 200 Old Wilson Bridge Road, Worthington, OH 43085-8500.

SCM-FL-1/LR/ka/3
LR05064.KA3

Direct north Florida

This Instrument Prepared By,
And After Recording Please
Return-To:

EDWARD A. KALISH, ESQUIRE
LEVINE & GEIGER, P.A.
1110 Brickell Avenue
Seventh Floor
Miami, Florida 33131

FIFTEENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
OCEAN VILLAGE CLUB, A CONDOMINIUM

288 Rec.
113+14.50 THIS FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF OCEAN VILLAGE CLUB, A CONDOMINIUM, is made this 20th day of May, 1992, by OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a Florida limited partnership, and W.M. SANDERLIN CORPORATION, a Florida corporation, as its General Partner (together, the "Developer").

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Ocean Village Club, a Condominium, dated May 22, 1985, and recorded May 24, 1985, in Official Records Book 674, Page 1369, Public Records of St. Johns County, Florida, as amended by First Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 678, Page 1997, Public Records of St. Johns County, Florida; and Second Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 687, Page 595, Public Records of St. Johns County, Florida; and Third Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 693, Page 786, Public Records of St. Johns County, Florida; and Fourth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 703, Page 1905, Public Records of St. Johns County, Florida; and Fifth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 709, Page 1738, re-recorded in Official Records Book 711, Page 1092, Public Records of St. Johns County, Florida; and Sixth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 711, Page 1959, Public Records of St. Johns County, Florida; and Seventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 727, Page 1460, Public Records of St. Johns County, Florida; and Eighth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 740, Page 1038, Public Records of St. Johns County, Florida; and Ninth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 752, Page 1631, re-recorded in Official Records Book 761, Page 1802; and Tenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 770, Page 1807, Public Records of St. Johns County, Florida; and Eleventh Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 775, Page 703, Public Records of St. Johns County, Florida; and Twelfth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 787, Page 482, Public Records of St. Johns County, Florida; and Thirteenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 818, Page 1301, Public Records of St. Johns County, Florida; and Fourteenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, recorded in Official Records Book 843, Page 1018, Public Records of St. Johns County, Florida (collectively the "Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration and Exhibits thereto, as amended, in order to add the land upon which the following buildings and common elements may be constructed in the future (such buildings and common elements are not presently constructed)

Building F-1 as Phase VIII of said Condominium,

Building Q-1 as Phase XI of said Condominium,

Building R-1 as Phase XII of said Condominium,

Building I-1 as Phase XIII of said Condominium,

Building L-1 as Phase XVII of said Condominium,

Parcel "E" (Recreation Area) as a common element of said Condominium,

Parcels "F" & "G" (Recreation Area) as a common element of said Condominium,

Parcel "H" (Laundry Facility) as a common element of said Condominium, and

Parcel "J" (Laundry Facility) as a common element of said Condominium.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Appendix I to Exhibit "A" to the Declaration, as amended by Exhibit "A" of the Tenth Amendment, and Appendix I to Exhibit "D" to the Declaration, as amended by Exhibit "A" of the Tenth Amendment, are both amended to add, as a part of said Exhibits, the drawings attached hereto as Exhibit "A" and incorporated herein by this reference for

Building F-1, Phase VIII,

Building Q-1, Phase XI,

Building R-1, Phase XII,

Building I-1, Phase XIII,

Building L-1, Phase XVII,

Parcel "E",

Parcels "F" & "G",

Parcel "H" and

Parcel "J".

2. Developer hereby submits the lands described on Exhibit "B" attached hereto, and all improvements proposed to be constructed and/or placed thereon, to the Condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase VIII, Phase XI, Phase XII, Phase XIII and Phase XVII, Recreation Area, Recreation Area, Laundry Facility, and Laundry Facility, respectively, of OCEAN VILLAGE CLUB, a Condominium.

3. The units situated within Phase VIII are Type II units and shall be identified as follows:

Unit F-11	Unit F-21	Unit F-31
Unit F-12	Unit F-22	Unit F-32
Unit F-14	Unit F-23	Unit F-33
Unit F-15	Unit F-24	Unit F-34
Unit F-16	Unit F-25	Unit F-35
Unit F-17	Unit F-26	Unit F-36.

4. The units situated within Phase XI are Type III units and shall be identified as follows:

Unit Q-11	Unit Q-21	Unit Q-31
Unit Q-12	Unit Q-22	Unit Q-32
Unit Q-14	Unit Q-23	Unit Q-33
Unit Q-15	Unit Q-24	Unit Q-34
Unit Q-16	Unit Q-25	Unit Q-35
Unit Q-17	Unit Q-26	Unit Q-36
Unit Q-18	Unit Q-27	Unit Q-37
Unit Q-19	Unit Q-28	Unit Q-38.

5. The units situated within Phase XII are Type III units and shall be identified as follows:

Unit R-11	Unit R-21	Unit R-31
Unit R-12	Unit R-22	Unit R-32
Unit R-14	Unit R-23	Unit R-33
Unit R-15	Unit R-24	Unit R-34
Unit R-16	Unit R-25	Unit R-35
Unit R-17	Unit R-26	Unit R-36
Unit R-18	Unit R-27	Unit R-37
Unit R-19	Unit R-28	Unit R-38.

6. The units situated within Phase XIII are Type II units and shall be identified as follows:

Unit I-11	Unit I-21	Unit I-31
Unit I-12	Unit I-22	Unit I-32
Unit I-14	Unit I-23	Unit I-33
Unit I-15	Unit I-24	Unit I-34
Unit I-16	Unit I-25	Unit I-35
Unit I-17	Unit I-26	Unit I-36.

7. The units situated within Phase XVII are Type I units and shall be identified as follows:

Unit L-11	Unit L-21	Unit L-31
Unit L-12	Unit L-22	Unit L-32
Unit L-14	Unit L-23	Unit L-33
Unit L-15	Unit L-24	Unit L-34
Unit L-16	Unit L-25	Unit L-35
Unit L-17	Unit L-26	Unit L-36.

8. A proposed plot plan, a survey, and a graphic description of the proposed improvements in said Phase VIII, Phase XI, Phase XII, Phase XIII, Phase XVII, Parcel "E", Parcels "F" & "G", Parcel "H" and Parcel "J" are attached hereto.

9. The undivided share in the common elements appurtenant to each unit in the Condominium is an undivided 1/348 share and each unit's share of the common expenses and common surplus is a 1/348 share after the submission of Phase VIII, Phase XI, Phase XII, Phase XIII, and Phase XVII, pursuant to the formula set forth in Paragraph E of Article VII of the Declaration.

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

IN WITNESS WHEREOF, Developer has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a Florida limited partnership

Edward A. Kalish
EDWARD A. KALISH

BY: W.M. SANDERLIN CORPORATION,
a Florida corporation, as
its General Partner

S. J. Higgins
NANCY HIGGINS

BY: Robert L. Smartt
Robert L. Smartt, as
its President

Signed, sealed and delivered in the presence of:

W.M. SANDERLIN CORPORATION, a Florida corporation, as General Partner of OCEAN VILLAGE OF ST. AUGUSTINE, LTD., a Florida limited partnership

Edward A. Kalish
EDWARD A. KALISH

BY: Robert L. Smartt
Robert L. Smartt, as its
President

S. J. Higgins
NANCY HIGGINS

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

SS:

The foregoing Fifteenth Amendment to Declaration of Condominium of Ocean Village Club, a Condominium, was sworn to, subscribed and acknowledged before me this 20th day of May, 1992, by Robert L. Smartt, as President of W.M. Sanderlin Corporation, a Florida corporation, as General Partner of Ocean Village of St. Augustine, Ltd., a Florida limited partnership, on behalf of the said corporation, on behalf of the said limited partnership. Robert L. Smartt is personally known to me and he did take an oath.

Edward A. Kalish
[signature of Notary Public]

EDWARD A. KALISH
[typed or printed name of Notary Public]

Notary Public, State of Florida

My Commission Number is: AA 666114

My Commission expires: 4-22-93