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DECLARATION OF CONDOMINIUM
OF
THE GREENS OF ST. AUGUSTINE,
A Condominium

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

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

1. PURPOSE.

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

EXHIBIT "A"

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

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

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

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

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

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

2. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

2.6.5 Easements for maintenance of Common Elements.

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

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

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

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

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

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

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

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

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

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

2.17 "Master Association" means the St. Augustine

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

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

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

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

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

3. DEVELOPMENT PLANS.

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3.1 Improvements.

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

3.2 Combined Units.

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

3.3 Survey and Site Plan.

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

3.4 Development Plans.

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

3.5 Modification

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

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

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

4.1 Unit Boundaries.

The boundaries of each unit shall be as follows:

4.1.1 Upper and Lower Boundaries.

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

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

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

4.1.2 Perimetrical Boundaries.

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

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

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

4.1.3 Boundaries - Further Defined.

The boundaries of the Unit shall not include:

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

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

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

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

4.1.4 Patios and Balconies.

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

4.2 Common Elements.

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

5. PHASE DEVELOPMENT.

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

5.1 Number of Additional Buildings and Units.

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

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

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

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

5.3 Additional Common Facilities.

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

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

5.4 Ownership in the Association and Voting Rights.

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

6. OWNERSHIP.

6.1 Type of Ownership.

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

6.2 Association Membership.

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

6.3 Unit Owner's Rights.

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

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

6.4 Register of Owners

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

6.5 Time Share Prohibited.

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

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7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

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

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

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

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

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

9.1 Units.

9.1.1 By the Association.

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

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

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

All incidental damage caused to a Unit by the

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

9.1.2 By the Unit Owner.

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

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

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

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

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

9.2 Common Elements.

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

Expense.

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

9.3 Alteration and Improvement.

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

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

9.4 Land Acquisition.

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

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

9.5 Land Not Incorporated.

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

9.6 Personal Property.

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

9.7 Enforcement of Maintenance.

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

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

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

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

9.8 Casualty Loss.

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

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

9.9 Maintenance Contracts.

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

10. USE OF CONDOMINIUM PROPERTY.

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

10.1 Units.

10.1.1 Occupancy.

Each of the Units shall be occupied only

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

10.1.2 Rental.

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

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

10.1.3 Nuisances.

No nuisances nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents shall be allowed to be committed or maintained on the Condominium Property. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist.

10.1.4 Immoral Conduct.

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

Condominium Property shall be observed.

10.1.5 Rules and Regulations.

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

10.1.6 Entry by Association.

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

10.1.7 Signage.

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

10.1.8 Walkways.

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

10.1.9 Balconies.

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

10.1.10 Parking.

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

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

10.1.11 Use by Developer.

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

10.1.12 Pets.

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

10.1.13 Patios and Balconies.

No Unit Owner shall allow anything whatsoever

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

10.1.14 Lighting.

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

10.1.15 Alterations.

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

to the exterior of the Condominium buildings, including painting or other decoration or the installation of awnings, shutters, electrical wiring, air conditioning units, or other items which might protrude through or be attached to the walls of the Condominium building. No Owner shall in any manner change the appearance of any portion of the Condominium building not wholly within the boundaries of his Unit. The Association will permit the installation of storm shutters or permanent enclosures by individual Owners provided the shutters or glass enclosures comply with the specifications adopted by the Board of Administration and further provided that the Unit Owner obtains the written approval of the Board of Administration prior to the installation of such storm shutters or glass enclosures.

10.2 Common Elements and Limited Common Elements.

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

10.3 Nuisances.

No nuisance shall be allowed on the Condominium

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

10.4 Lawful Use.

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

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

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

10.6 Developer's Use of Condominium Property.

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

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

10.7 Right of Entry into Unit in Emergencies.

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

10.8 Right of Entry for Maintenance of Common Property.

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

only at reasonable times and with reasonable advance notice.

11. RECREATIONAL FACILITIES.

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

12. EASEMENTS.

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

12.1 Utilities.

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

12.2 Pedestrian and Vehicular Traffic.

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

12.3 Support.

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

12.4 Perpetual Non-Exclusive Easement in Common Elements.

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

12.5 Easement for Unintentional and Non-Negligent Encroachment.

In the event that any Unit shall encroach upon any

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

12.6 Air Space.

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

12.7 Easements for Encroachments.

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

12.8 Easement for Overhangs.

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

12.9 Easement for Air Space of Common Elements.

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

13. ASSOCIATION.

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

13.1 Articles of Incorporation.

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

13.2 By-Laws.

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

13.3 Limitation Upon Liability of Association.

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

13.4 Restraint Upon Assignment of Shares in Assets.

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

13.5 Membership.

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

13.6 Voting.

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

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

13.7 Master Homeowners' Association.

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

13.8 Board of Administration.

13.8.1 Qualifications.

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

13.8.2 Election.

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

13.8.2(a)

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

the Board of Administration.

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13.8.2(b)

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

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

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

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

ordinary course of business;

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

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

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

13.8.2(c)

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

14. INSURANCE.

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

14.1 Authority to Purchase.

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

14.2 Insurance Trustee.

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

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

14.3 Coverage.

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14.3.1 Casualty.

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

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

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

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

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

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

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

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

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

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

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

14.3.2 Public Liability.

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

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

14.3.3 Workers' Compensation.

As shall be required to meet the requirements of law.

14.3.4 Fidelity Bonds.

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

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

14.3.5 Association Insurance.

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

14.4 Premiums.

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

14.5 Proceeds.

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

14.5.1 Common Elements.

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

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

14.5.2 Units.

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

14.5.2(a) Partial Destruction.

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

14.5.2(b) Total Destruction.

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

14.6 Association as Agent.

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

14.7 Unit Owner's Obligations.

Each Unit Owner shall, at his expense, purchase

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

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

14.8 Qualifications of Insurance Carrier.

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

14.9 Escrow for Insurance Premiums.

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

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

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

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

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

15. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION.

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

15.1 Substantial Loss

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

Substantial loss, damage, or destruction as the

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

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

15.2 Less than Substantial Loss

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

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

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

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

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

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

15.3 Assessments.

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

the Owner's share in the Common Elements.

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16. COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS.

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

16.1 Share of the Common Expenses and Common Surplus.

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

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

16.2 Determination.

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

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

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

16.3 Developer

The Developer shall be excused from the payment of

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

16.4 Initial Contribution.

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

16.5 Special Assessments

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

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

16.6 Non-Waiver.

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

16.7 Interest, Late Fees and Application of Payments.

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

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

16.8 Lien for Assessments.

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

16.9 Collection and Foreclosure.

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

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

16.10 Liability of Mortgagee, Lienor or Purchaser for Assessment.

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

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

16.11 Assignment of Claim and Lien Rights.

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

16.12 Certificate of Unpaid Assessments.

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

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

17.1 Remedies for Violations.

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

addition to the remedies set forth in this Declaration.

17.2 Fines.

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

17.3 Costs and Attorneys' Fees.

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

17.4 No Waiver of Rights.

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

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

18. AMENDMENT OF DECLARATION.

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

18.1 Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and, if required by Section 19, shall be sent to holders, insurers, or guarantors of first mortgages in accordance with that section.

18.2 Resolution of Adoption.

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

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

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

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

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

18.4 Amendment by Developer.

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

18.5 Unanimous Consent by Unit Owners and Mortgagees.

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

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

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

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

18.5.4 Would be prohibited by FNMA or FHLMC.

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

18.6 Consent by Developer.

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

18.7 Execution and Recording.

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

18.8 Amendment of this Section.

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

19. NOTICE TO MORTGAGEES.

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

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

19.1.1 The boundaries of any Unit or the

exclusive easement rights appertaining thereto;

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

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

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

19.2 Timely notice of any proposed termination of the Condominium;

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

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

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

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

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

20. DEVELOPER'S UNITS AND PRIVILEGES.

20.1 Use of Units.

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

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

20.2 Payment of Common Expenses.

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

20.3 Amendment.

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

20.4 Easements Reserved.

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

future pond within the Condominium Property.

O.R. 1187 PG 0359

21. TERMINATION.

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

21.1 Substantial Loss.

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

21.2 Agreement.

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

21.3 Certificate.

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

Public Records of St. Johns County, Florida.

21.4 Shares of Owners After Termination.

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

21.5 Sale of Property.

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

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

21.5.1 Determination of Distributive Share.

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

21.5.2 Payment of Liens.

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

21.5.3 Payment to Unit Owners.

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

21.5.4 Allocation of Shares.

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

21.6 Effect of Termination.

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

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

22. RESPONSIBILITY OF UNIT OWNERS.

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

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

23. PURPOSE.

The provisions of this Declaration of Condominium shall

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

24. CONSTRUCTION.

24.1 Severability and Invalidity.

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

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

24.2 Headings.

O.R. 1187 PG 0365

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

24.3 Gender.

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

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

Witness

Katherine G. Jones
Name: KATHERINE G. JONES

SWAN DEVELOPMENT CORPORATION,
INC., a Florida corporation

Rudy Gram
By: Rudy Gram
Its Vice President

Witness

Sharon L. Palmer
Name: Sharon L. Palmer

STATE OF FLORIDA

O.R. 1187 PG 0366

COUNTY OF ST. JOHNS

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



Sharon L. Palmer
Signature of Notary

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

O.R. 1187 PG 0367

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

LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO
CONDOMINIUM OWNERSHIP

THE GREENS OF ST. AUGUSTINE
PHASE I

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

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH $34^{\circ}56'56''$ EAST, 110.96'; THENCE SOUTH $55^{\circ}03'04''$ EAST, 90.00'; THENCE SOUTH $22^{\circ}17'18''$ EAST, 162.15'; THENCE SOUTH $43^{\circ}58'10''$ EAST, 249.64'; THENCE SOUTH $46^{\circ}01'50''$ WEST, 73.33'; THENCE SOUTH $25^{\circ}22'19''$ WEST, 109.43'; THENCE SOUTH $39^{\circ}40'01''$ WEST, 84.68'; THENCE NORTH $55^{\circ}03'04''$ WEST, 202.14' TO THE SAID EASTERLY RIGHT-OF-WAY OF DOMENICO CIRCLE, SAID POINT BEING THE POINT OF A CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00' AND A DELTA OF $85^{\circ}19'22''$; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 431.86' TO THE POINT OF BEGINNING.

EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM

FOR

THE GREENS OF ST. AUGUSTINE,

A Condominium

DECLARATION OF RESTRICTIONS
UNIT 2 REPLAT, ST. AUGUSTINE SHORES

80 2777

ROBERT SCHEIDT
3350 S.W. Third Avenue
Miami, Florida 33129

OFF REC 443 PAGE 643

THE DELTONA CORPORATION *
A Delaware corporation *
TO WHOM IT MAY CONCERN *

DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of records; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the below described property located in REPLAT OF ST. AUGUSTINE SHORE UNIT TWO and to limit the use of said property.

NOW, THEREFORE, the Subdivider does hereby declare that the following described property, situate, lying and being in St. Johns County, Florida; to wit:

Tracts "A", "B", "C", "D", "E", "J", "K", "R", "S", "A-A", "A-B" and "A-R" of REPLAT OF ST. AUGUSTINE SHORES UNIT TWO, according to the plat thereof, recorded in Plat Book 13, Pages 14 through 24, of the Public Records of St. Johns County, Florida.

is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions thereof; and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows; to-wit:

Use Restrictions

1.01 The above described tracts shall be described as Multiple Family Residential and restricted to the erection of residential living units and accessory buildings thereto. At no time shall the maximum number of living units for a tract exceed the total as described on the attached Exhibit "A" nor thirty-five feet in height. Living unit shall be equivalent to the term lot as it is used in the Articles of Incorporation and By-Laws for St. Augustine Shores Service Corporation, Inc.

Setback Restrictions

2.01 No building shall be erected on the above described tracts nearer than twenty (20) feet to the street lines of said tracts nor nearer than ten (10) feet to any other property line, nor nearer than twenty (20) feet to any other building. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on said tracts to encroach upon the abutting property or easement.

Residential Sites and Building Size Restrictions

3.01 Every structure placed on said tracts shall be constructed from new material, unless the use of other than new material therefor shall have received the written approval of the Architectural Design Committee.

3.02 No living unit shall be constructed or maintained upon said tracts which shall have a smaller ground floor area (exclusive of porches, patios, garages and carports) than 960 square feet; provided however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any living unit may be reduced by not more than 50 square feet, if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such living unit and to the subdivision.

Nuisances, Trash, Etc.

4.01 No noxious or offensive trade shall be carried on upon said tracts, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign shall be displayed to the public view on said tracts without prior approval of the Architectural Design Committee, except one (1) sign of not more than forty (40) square inches advertising property for sale or rent. The Subdivider, however, may erect and

maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property, regardless of whether they conform to the above standards.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said tracts, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on said tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times.

4.06 Said tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on said tracts or on any of the streets, roads, or lots in this subdivision.

4.08 No clothesline or clothes pole may be placed on said tracts.

4.09 No antenna or aerial shall be installed or placed on said tracts or property or to the exterior of any dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section.

4.10 No lawn, fence, hedge, tree or landscaping feature of said tracts shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of St. Augustine.

Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the St. Augustine Shores Service Corporation, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee or Condominium Association, if in existence, a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within 30 days after a bill therefor is deposited in the mail, addressed to the Condominium Association, or the last known owner or lessee, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 11.00 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, fences, trees, or landscaping features including but not limited to standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Said tracts shall be limited to the installation and use thereon of one individual well which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to its being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such test shall be furnished to the Utility. The chemical characteristics of the water shall be as set forth by the Public Health Service Drinking Water Standards 1962 (.S.) and as amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on said tract shall be discharged in such a manner that such water will enter the sewer mains installed by the sewer utility company without written permission from the sewer utility company.

Obstruction to Sightlines

6.01 No fence, sign, wall, hedge or shrub planting within the the public street right-of-way which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted. No tree shall be permitted to remain within such distance unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Easements

7.01 All easements of record for utilities, drainage canals and other purposes are hereby reserved as perpetual easements for utility installations and maintenance.

Drainage

8.01 No changes in elevations of the land shall be made to said tracts which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

Architectural Design Committee

9.01 No buildings, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said tracts, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Service Corporation or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the

Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03 The approval of the Committee for use on any tract of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other tracts.

9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the tract otherwise than as approved by the Committee, such alterations, erections and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained.

9.05 Any agent or officer of the Service Corporation or the Architectural Design Committee may from time to time at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of said tracts and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records, and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such

office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or locations or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the tract conform to and are in harmony with the existing structures on the lots and tracts in this Subdivision. In the event, either with or without the approval of the Committee or its agent, the size and setback requirements of said structure shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

Provisions for Fees for Maintenance and Upkeep

10.01 Each and every of said living units contained in said tracts shall be subject to the per lot maintenance fees as herein-after provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a nonprofit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit 1, recorded in Book 1888 at Page 269 of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded

amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any real property or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of real property within said tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said members shall be entitled to one vote in the affairs of the Corporation for each living unit owned by said member and the Class B membership shall terminate. In the event a living unit is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Subdivider.

Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

10.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said living units subject thereto, whether vacant or occupied, shall be \$8.75. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per living unit shall not be raised more than twenty-five (25) percent of the then existing fee during that calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots or living units covered by other restrictions containing similar provisions affecting other lots or living units shown on plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each living unit shall be entitled to one vote for each living unit owned by him and each

10.04 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots or tracts owned by the Subdivider prior to the first sale, conveyance or lease of said lots and tracts by the Subdivider. The Service Corporation shall account to the lot and tract owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 The Service Corporation may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

10.07 Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing

claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and cost thereon and a description of the property and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Service Corporation shall execute a proper recordable release of said lien.

10.08 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchasers of a living unit obtains title to the unit as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said unit in lieu of foreclosure, such acquirer of title, his successors assigns, shall not be liable for the fees due to the Service Corporation pertaining to such unit and chargeable to the former unit owner of such unit which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said unit is sold or leased by the FHA or otherwise occupied as a residence or until four months after said acquisition whichever shall first occur. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

10.09 Any person who acquires an interest in a living unit, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof,) including purchasers at judicial sales, shall not be entitled to occupancy of the unit until such time as all unpaid fees due and owing by the former unit owner have been paid.

10.10 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any owner or group of owners or to any third party.

10.11 The purchasers or lessees of living units in said tracts by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest, upon units purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said unit as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.12 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the unit partially or fully restricted by other restrictions recorded or intended to be

recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

- (A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot and tract owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-ways now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.
- (B) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the Subdivision, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- (C) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.14 (A) through (D) and due and payable by the Subdivider or the Service Corporation.
- (D) The Service Corporation shall have the right, from to

not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

10.13 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

10.14 No living unit owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

10.15 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

10.16 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

Additional Restrictions

11.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said tracts provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said tracts and shall

not affect the rights and powers of any mortgages under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 10.04 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as the commitment of FHA to the Subdivider to insure mortgages is outstanding.

Definition of "Successors or Assigns"

12.01. As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot or parcel in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

Duration of Restrictions

13.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until March 1, 2010 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1988, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2008, by vote of seventy-five (75) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

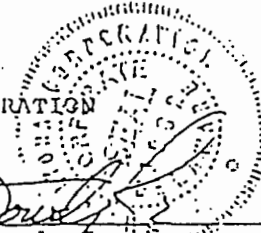
IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida, this 14th day of February, 1980.

Witnesses:

Handwritten signatures of witnesses

THE DELTONA CORPORATION

BY: *William H. O'Dowd, Jr.*
William H. O'Dowd, Jr.
Vice Chairman of the Board



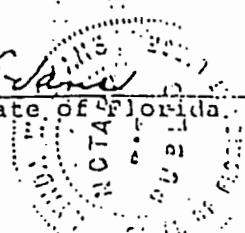
Attest: *Michelle R. Garbis*
Michelle R. Garbis
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 14th day of February, 1980, before me personally appeared William H. O'Dowd, Jr. and MICHELLE R. GARBIS, Vice Chairman of the Board and Secretary respectively, of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

Lynne W. Evans
Notary Public, State of Florida
at Largo



My commission expires:
8-15-80

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
EIGHTEEN MONTHS FROM DATE OF ISSUANCE

EXHIBIT "A"

Maximum number of living unit allowed for multi-family tracts within A Replat of St. Augustines Shores Unit Two.

Tract	Maximum Units
A	24
B	30
C	50
D	62
E	62
J	84
K	84
R	68
S	135
A-A	22
A-B	17
A-R	195

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

1960 FEB 29 AM 11:18

Clara T. ...
CLERK CIRCUIT COURT

O.R. 1187 PG 0369

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

IDENTIFICATION
OF UNITS

IDENTIFICATION OF UNITS

Building 10

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

Building 11

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

Building 12

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

IDENTIFICATION OF UNITS

Building 10

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

Building 11

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

Building 12

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

O.R. 1187 PG 0371

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

UNIT "A"
FLOOR PLAN

O.R. 1187 PG 0373

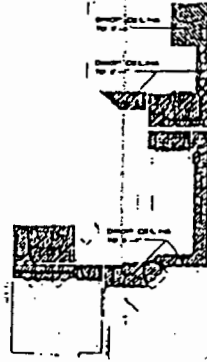
EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM
FOR
THE GREENS OF ST. AUGUSTINE,
A Condominium

UNIT "B"
FLOOR PLAN

O.R. 1187 PG 0375

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

UNIT "B" ALTERNATE
FLOOR PLAN



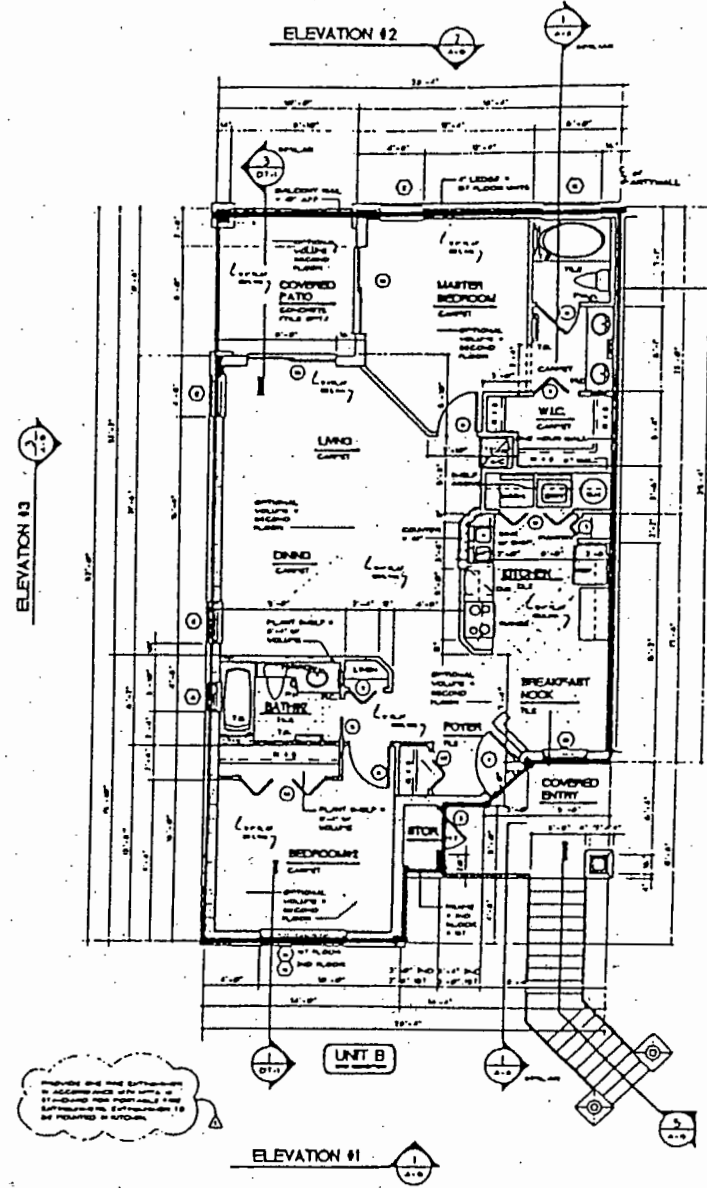
FIRST FLOOR DROPPED CEILING

WINDOW SCHEDULE				
○	FRAME SIZE	TYPE	END	REMARKS
1	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	OBSCURE
2	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
3	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
4	7'-0" x 7'-0"	FIXED	ALUM	SLAB
5	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
6	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
7	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
8	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
9	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
10	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
11	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
12	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
13	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
14	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
15	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
16	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
17	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
18	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
19	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	
20	7'-0" x 7'-0"	SHOULDER HINGE ALUM	ALUM	

DOOR SCHEDULE				
○	FRAME SIZE	END	TYPE	REMARKS
1	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
2	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
3	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
4	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
5	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
6	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
7	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
8	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
9	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
10	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
11	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
12	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
13	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
14	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
15	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
16	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
17	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
18	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
19	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD
20	7'-0" x 7'-0"	WOOD	SWING	1/2" LEAD

TYPICAL FLOOR PLAN NOTES	
1.	ALL WINDOWS ARE TO BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
2.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
3.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
4.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
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6.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
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8.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
9.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
10.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
11.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
12.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
13.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
14.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
15.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
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17.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
18.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
19.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.
20.	ALL DOORS SHALL BE PROVIDED WITH SECURITY GLASS. SEE SPECIFICATIONS FOR WINDOW SCHEDULE. SEE SPECIFICATIONS FOR WINDOW SCHEDULE.

AREA CALCULATIONS	
TOTAL A/C SPACE:	1100 SQ. FT.
PATIO:	100 SQ. FT.
ENTRANCE / STORAGE:	100 SQ. FT.
TOTAL:	1300 SQ. FT.



UNIT B ALTERNATE - FLOOR PLAN

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

charlan brock & assoc., inc. architects • planners • landscape architects
 SWAN DEVELOPMENT INC.
 41 SHORTS BOULEVARD
 ST. AUGUSTINE, FLORIDA 32084
 904-771-1000
 THE GREENS OF ST. AUGUSTINE
 AT ST. AUGUSTINE SHORES
 ST. AUGUSTINE, FLORIDA
 UNIT B ALTERNATE
 FLOOR PLAN
 A-13

O.R. 1187 PG 0377

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

UNIT "C"
FLOOR PLAN

O.R. 1187 PG 0379

EXHIBIT "H"

TO THE DECLARATION OF CONDOMINIUM

FOR

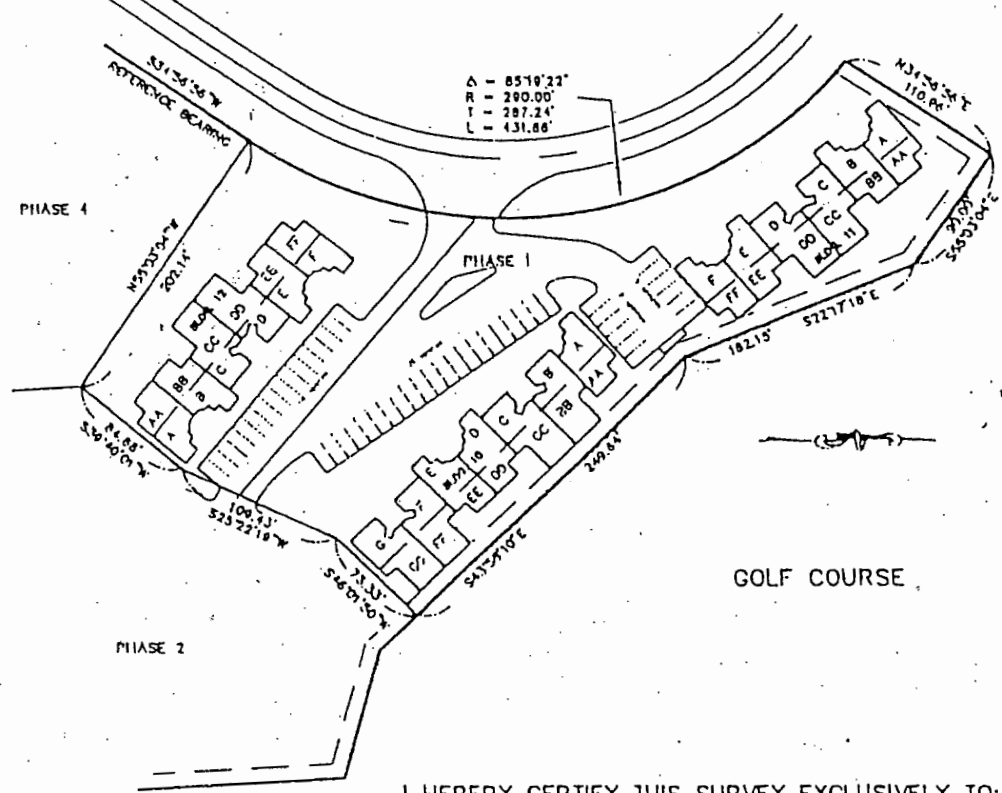
THE GREENS OF ST. AUGUSTINE,

A Condominium

BOUNDARY SURVEY AND PLOT PLAN
FOR PHASE I

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

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



Δ = 85°19'22"
R = 290.00'
I = 287.24'
L = 431.86'

GOLF COURSE

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

NOTES:
THIS IS NOT A BOUNDARY SURVEY.
THIS IS A SKETCH SHOWING THE SITE PLAN FOR PHASE 1.
NORTH IS ASSUMED, BASED ON THE PLAT OF DOMENICO CIRILE
REFERENCE BEARING AS SHOWN (N 34°56'56" E).
ELEVATIONS ARE BASED ON UNITED STATES COASTAL
AND GEODETIC SURVEY (U.S.C. & G.S.)
NATIONAL VERTICAL DATUM (N.S.V.D.) 1929.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT
OF A TITLE OPINION, LEGAL DESCRIPTION WAS PROVIDED
BY CLIENT, NO RECORD OF EASEMENTS WERE PROVIDED
TO SURVEYOR.

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

4075 A-1-A South, Suite 201, St. Augustine, FL 32084
1-(904)471-7612

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61C17-6, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

R. Brandt Wilson
R. BRANDT WILSON, P.L.S., FL CERT. No. LS4690
Not valid unless embossed with raised seal.

DRAWN BY: BW JOB NO.: GREEN1
SCALE: 1" = 100' SHEET NO. 3 OF 3

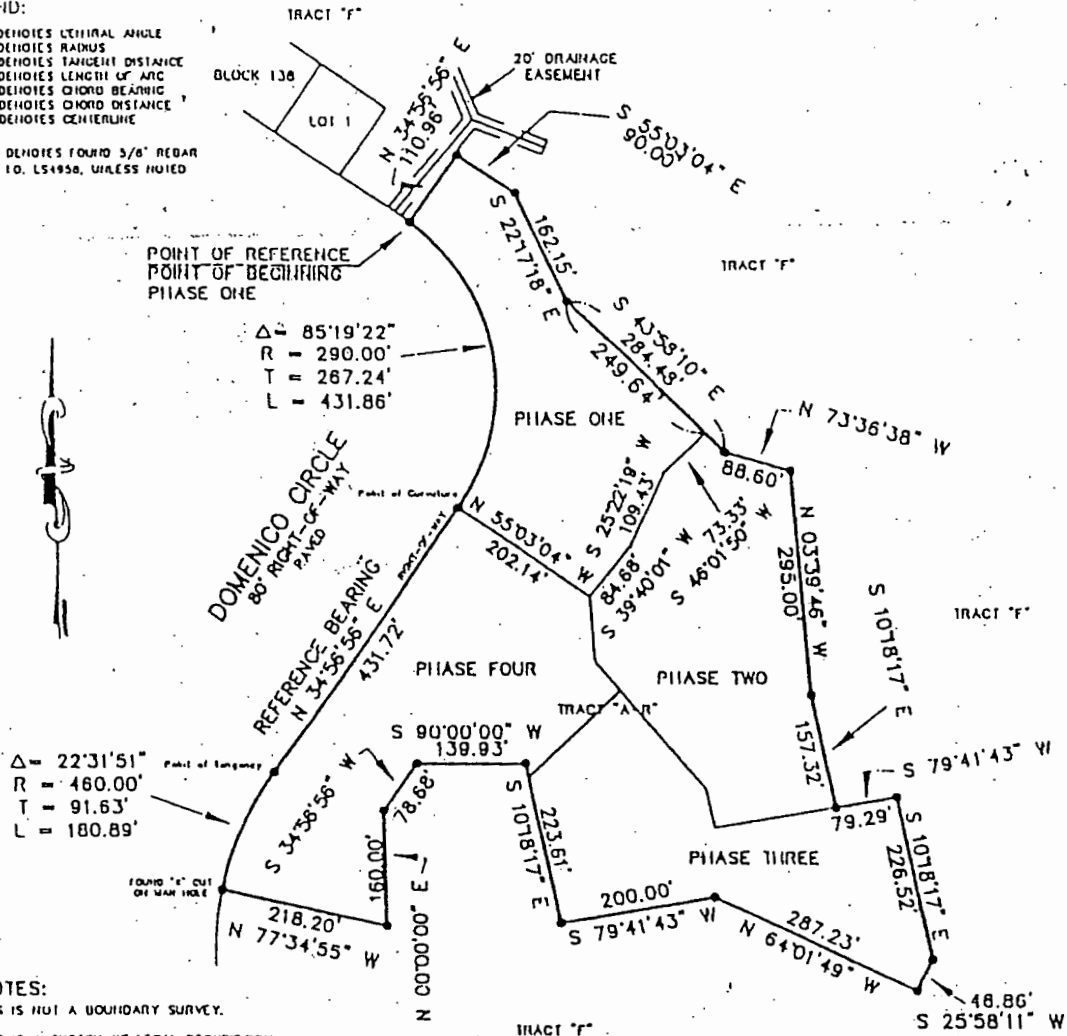
MAP SHOWING SKETCH OF

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

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH 34°56'56" EAST, 110.98; THENCE SOUTH 55°03'04" EAST, 90.00; THENCE SOUTH 22°17'18" EAST, 162.15; THENCE SOUTH 43°58'10" EAST, 249.64; THENCE SOUTH 46°01'50" WEST, 73.33; THENCE SOUTH 25°22'19" WEST, 109.43; THENCE SOUTH 39°40'01" WEST, 84.68; THENCE NORTH 55°03'04" WEST, 202.14' TO THE SAID EASTERLY RIGHT-OF-WAY OF DOMENICO CIRCLE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 290.00' AND A DELTA OF 85°19'22"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 431.86' TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- L - DENOTES LENGTH OF ARC
- C.B. - DENOTES CHORD BEARING
- C.D. - DENOTES CHORD DISTANCE
- ⊕ - DENOTES CENTERLINE
- - DENOTES FOUND 3/8" REBAR IO. LS4950, UNLESS NOTED



NOTES:

THIS IS NOT A BOUNDARY SURVEY.
 THIS IS A SKETCH OF LEGAL DESCRIPTION
 NORTH IS ASSUMED BASED ON THE RIGHT-OF-WAY OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN, ASSUMED BEARING (N 34°56'56" E) BASED ON THE RIGHT-OF-WAY

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

NO UNDERGROUND UTILITIES OR STRUCTURES LOCATED

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE... AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 132147-01300, MAP DATED 3/19/82 FOR ST. JOHNS CO. FL.

DRAWN BY: DW JOB NO. 942705
 SCALE: 1" = 200' SHEET NO. 2 OF 9

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

BRANDT WILSON & ASSOCIATES
 PROFESSIONAL LAND SURVEYOR

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

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

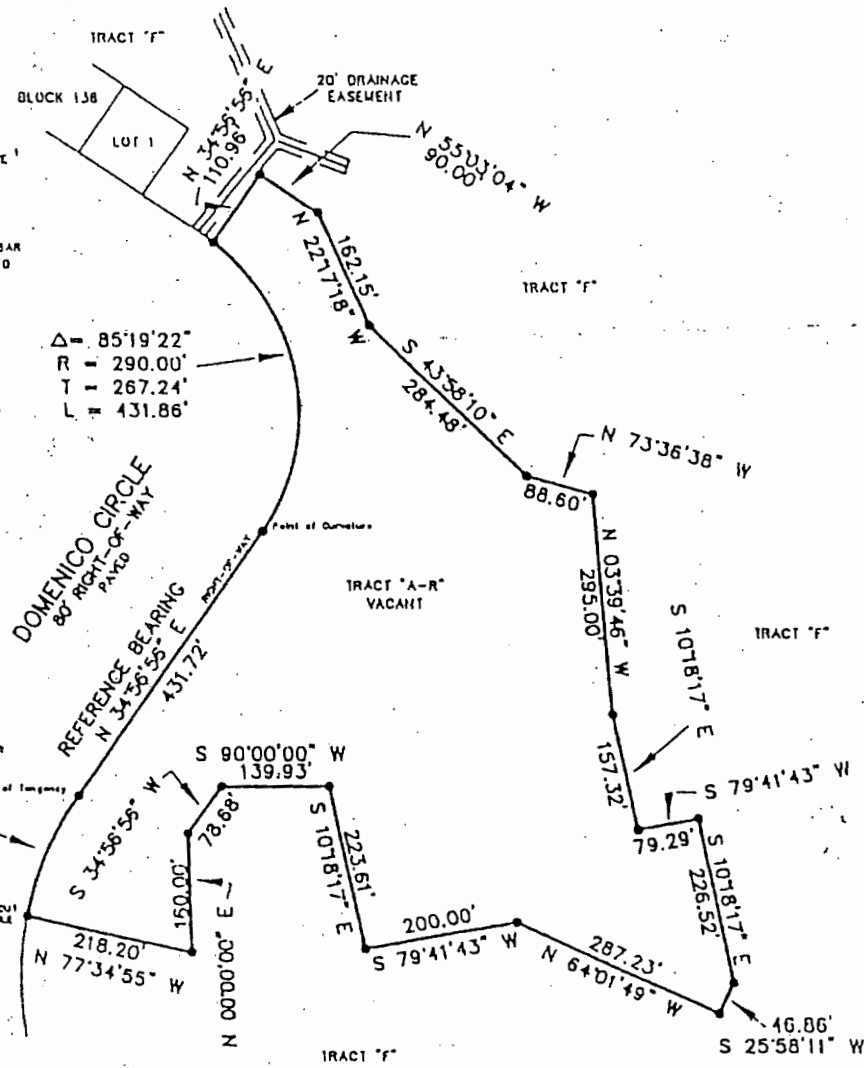
R. Brandt Wilson
 R. BRANDT WILSON, P.L.S. FL CERT. No. LS4690
 Not valid unless signed & embossed with raised seal

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

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

LEGEND:

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



Δ = 22°31'51"
R = 460.00'
T = 91.83'
L = 180.89'

Δ = 85°19'22"
R = 290.00'
T = 267.24'
L = 431.86'

NOTES:

- CORNERS AS SHOWN (SEE LEGEND)
- THIS IS A BOUNDARY AND LOCATION SURVEY
- NORTH IS ASSUMED, BASED ON THE RIGHT-OF-WAY OF DOMENICO CIRCLE, REFERENCE BEARING AS SHOWN, ASSUMED BEARING (N 34°58'58" E)
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION, LEGAL DESCRIPTION WAS PROVIDED BY CLIENT, NO RECORD OF EASEMENTS WERE PROVIDED TO SURVEYOR.
- NO UNDERGROUND UTILITIES OR STRUCTURES LOCATED

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

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR



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

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 81G17-6, Florida Administrative Code, pursuant to section 47.027, Florida Statutes.

R. Brandt Wilson
R. BRANDT WILSON, P.L.S. FL CERT. NO. LS4690
Not valid unless signed & embossed with raised seal

FLOOD ELEVATION CERTIFICATE:
THIS PROPERTY LIES IN FLOOD ZONE S.A.1 AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 173117 01380 MAP DATED 1/18/83 FOR SWAN DEV. CO. INC.

DRAWN BY: BW JOB NO. 94270MAP
SCALE: 1" = 200' SHEET NO. 1 OF 3

FIELD BOOK 52, PAGE(S) 1-2
FIELD DATE: 10/04/95

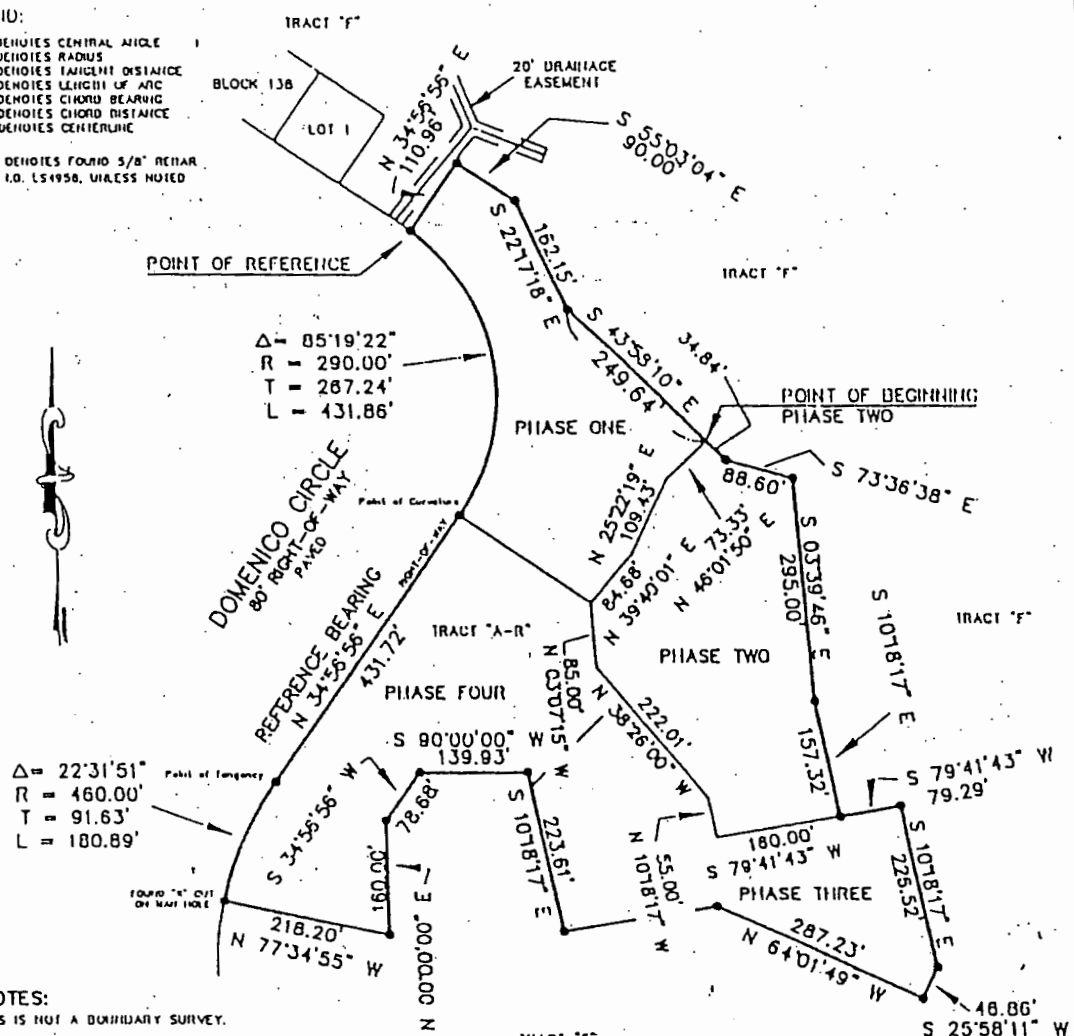
MAP SHOWING SKETCH OF

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

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH 34°58'56" EAST, 110.96; THENCE SOUTH 55°03'04" EAST, 90.00; THENCE SOUTH 22°17'18" EAST, 182.15; THENCE SOUTH 43°58'10" EAST, 249.64 TO THE POINT OF BEGINNING OF PHASE TWO; THENCE SOUTH 43°58'10" EAST, 34.84; THENCE SOUTH 73°36'38" EAST, 88.60; THENCE SOUTH 03°38'48" EAST, 295.00; THENCE SOUTH 10°18'17" EAST, 157.32; THENCE SOUTH 79°41'43" WEST, 160.00; THENCE NORTH 10°18'17" WEST, 55.00; THENCE NORTH 38°26'00" WEST, 222.02; THENCE NORTH 03°07'15" WEST, 85.00; THENCE NORTH 39°40'01" EAST, 84.86; THENCE NORTH 25°22'19" EAST, 109.43; THENCE SOUTH 46°01'50" WEST, 73.33 TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- L - DENOTES LENGTH OF DISTANCE
- L - DENOTES LENGTH OF ARC
- C.B. - DENOTES CHORD BEARING
- C.D. - DENOTES CHORD DISTANCE
- ⊙ - DENOTES CENTERLINE
- - DENOTES FOUND 5/8" REBAR I.O. L54958, UNLESS NOTED



Δ = 85°19'22"
R = 290.00'
T = 287.24'
L = 431.86'

Δ = 22°31'51"
R = 460.00'
T = 91.63'
L = 180.89'

NOTES:

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

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

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

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

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61C17-6, Florida Administrative Code, pursuant to section 472.023, Florida Statute.

R. Brandt Wilson
R. BRANDT WILSON, P.L.S. FL CERT. NO. 154690

Not valid unless signed & embossed with raised seal

FLOOD ELEVATION CERTIFICATE:

THIS PROPERTY LIES IN FLOOD ZONE... AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 123147 01200. MAP DATED 3/18/83.

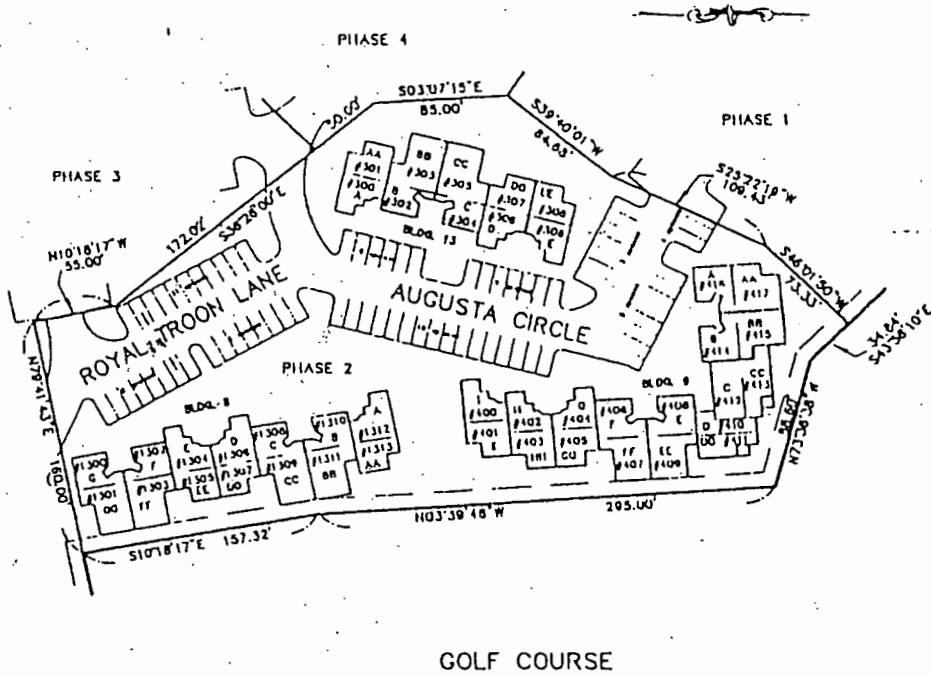
DRAWN BY: DW JOB NO. 942705
SCALE: 1" = 200' SHEET NO. 9 OF 9

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

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

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

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




- LEGEND:
- △ - DENOTES CENTRAL ANGLE
 - r - DENOTES RADIUS
 - T - DENOTES TANGENT DISTANCE
 - L - DENOTES LENGTH OF ARC
 - CR - DENOTES CHORD BEARING
 - CD - DENOTES CHORD DISTANCE
 - C - DENOTES CENTERLINE

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

NOTES:
THIS IS NOT A BOUNDARY SURVEY.
THIS IS A SKETCH SHOWING THE SITE PLAN FOR PHASE 2.
NORTH IS ASSUMED, BASED ON THE R/W OF DOMINICA CIRCLE.
REFERENCE BEARING AS SHOWN (N 34°56'56\"/>

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR



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

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 81G17-8, Florida Administrative Code, pursuant to section 172.027, Florida Statutes.

R. Brandt Wilson
R. BRANDT WILSON, P.L.S. FL CERT. NO. 154690
Not valid unless embossed with seal of the State of Florida

DRAWN BY: **DW** JOB NO: **GREEN 2**
SCALE: **1" = 100'** SHEET NO: **5** OF **9**

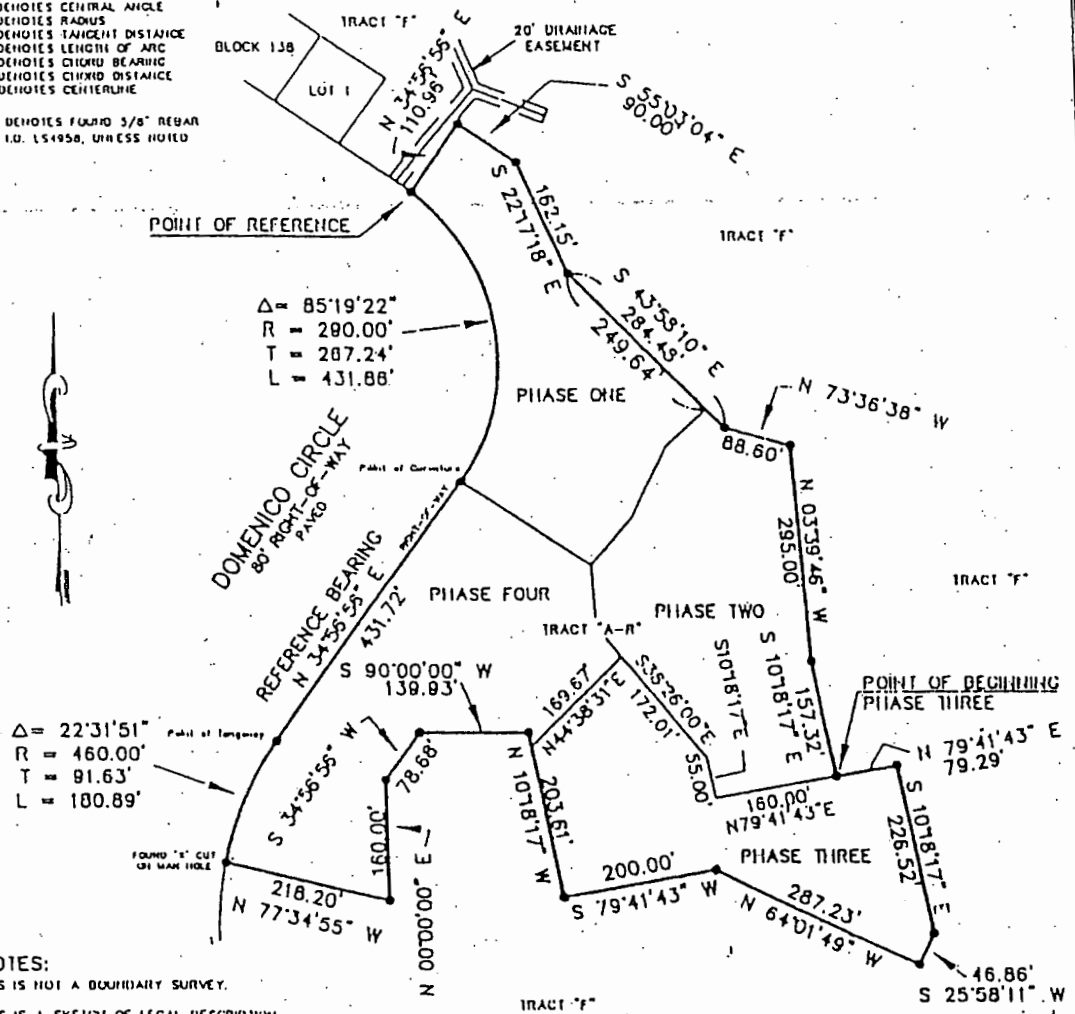
MAP SHOWING SKETCH OF

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

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID TRACT "A-R" AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DOMENICO CIRCLE; THENCE NORTH 34°56'56" EAST, 110.96; THENCE SOUTH 55°03'04" EAST, 90.00; THENCE SOUTH 22°17'18" EAST, 162.15; THENCE SOUTH 43°58'10" EAST, 284.48; THENCE SOUTH 73°38'38" EAST, 88.60; THENCE SOUTH 03°39'46" EAST, 295.00; THENCE SOUTH 10°18'17" EAST, 157.32 TO THE POINT OF BEGINNING OF PHASE THREE; THENCE NORTH 79°41'43" EAST, 79.29; THENCE SOUTH 10°18'17" EAST, 228.52; THENCE SOUTH 25°58'11" WEST, 46.86; THENCE NORTH 84°01'49" WEST, 287.23; THENCE SOUTH 79°41'43" WEST, 200.00; THENCE NORTH 10°18'17" WEST, 203.61; THENCE NORTH 44°38'31" EAST, 169.87; THENCE SOUTH 38°26'00" EAST, 172.02; THENCE SOUTH 10°18'17" EAST, NORTH 79°41'43" EAST, 160.00 TO THE POINT OF BEGINNING.

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- L - DENOTES LENGTH OF ARC
- CB - DENOTES CHORD BEARING
- CD - DENOTES CHORD DISTANCE
- C - DENOTES CENTERLINE
- - DENOTES FOUND 5/8" REBAR I.O. 154958, UNLESS NOTED



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

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

BRANDT WILSON & ASSOCIATES
 PROFESSIONAL LAND SURVEYOR

4075 A-1-A South, Suite 201, St. Augustine, FL 32084
 1-(904)471-7511

CERTIFICATION: I HEREBY CERTIFY that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 81G17-8, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

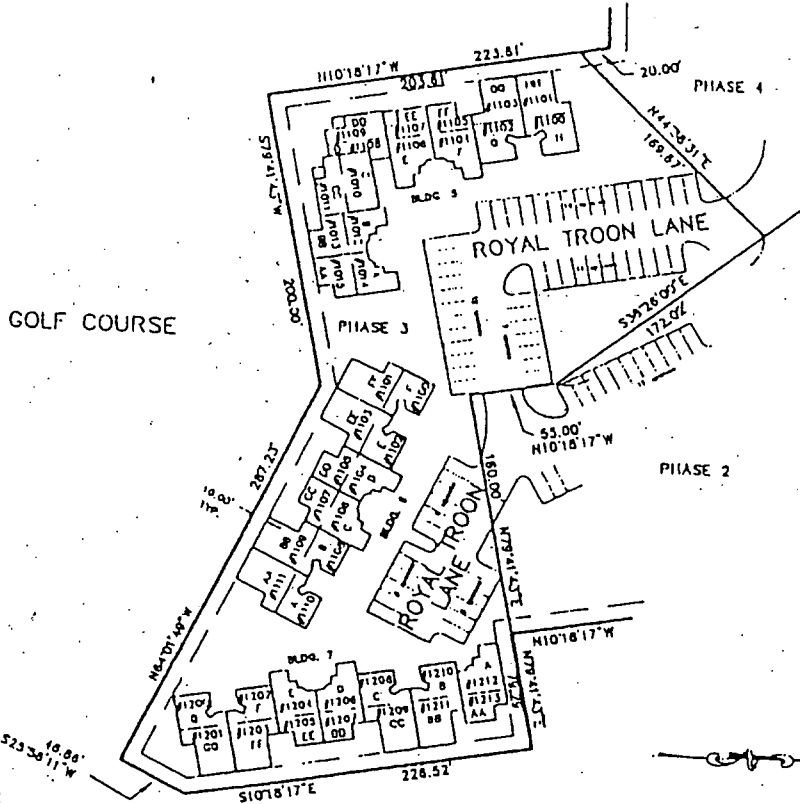
R. Brandt Wilson
 R. BRANDT WILSON, P.L.S. FL. CERT. NO. 154680
 Not valid unless signed & embossed with raised seal

FLOOD ELEVATION CERTIFICATE:
 THIS PROPERTY LIES IN FLOOD ZONE... AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 22314 01380, MAP DATED 2/18/83.
 FOR ST. JOHNS CO. FL.

DRAWN BY: DW JUN NO. 942705
 SCALE: 1" = 200' SHEET NO. 6 OF 9

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

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



LEGEND:

- ∧ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- C - DENOTES LENGTH OF ARC
- CR - DENOTES CHORD BEARING
- CD - DENOTES CHORD DISTANCE
- CL - DENOTES CENTERLINE

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

NOTES:
THIS IS NOT A BOUNDARY SURVEY.
THIS IS A SKETCH SHOWING THE SITE PLAN FOR PHASE 3.
NOTHING IS ASSURED, BASED ON THE P.W. OF CONDOMINIO CIRCLE
REFERENCE BEARING AS SHOWN (N 24°56'55" E)
PROPOSED IMPROVEMENTS AS SHOWN WERE PROVIDED
TO SURVEYOR BY CLIENT.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT
OF A TITLE OPINION, LEGAL DESCRIPTION WAS PROVIDED
TO SURVEYOR.
ALL IMPROVEMENTS EXCLUSIVE OF THE
UNITS ARE COMMON ELEMENTS.

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR



4075 A-1-A South, Suite 201, St. Augustine, FL 32004
1-(904)471-7612

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

R. Brandt Wilson
R. BRANDT WILSON, P.L.S. FL CERT. NO. LS3690
Not valid unless embossed with raised seal

DRAWN BY:

BW

JOB NO.

GREEN 2

SCALE:

1" = 100'

SHEET NO.

7 OF 9

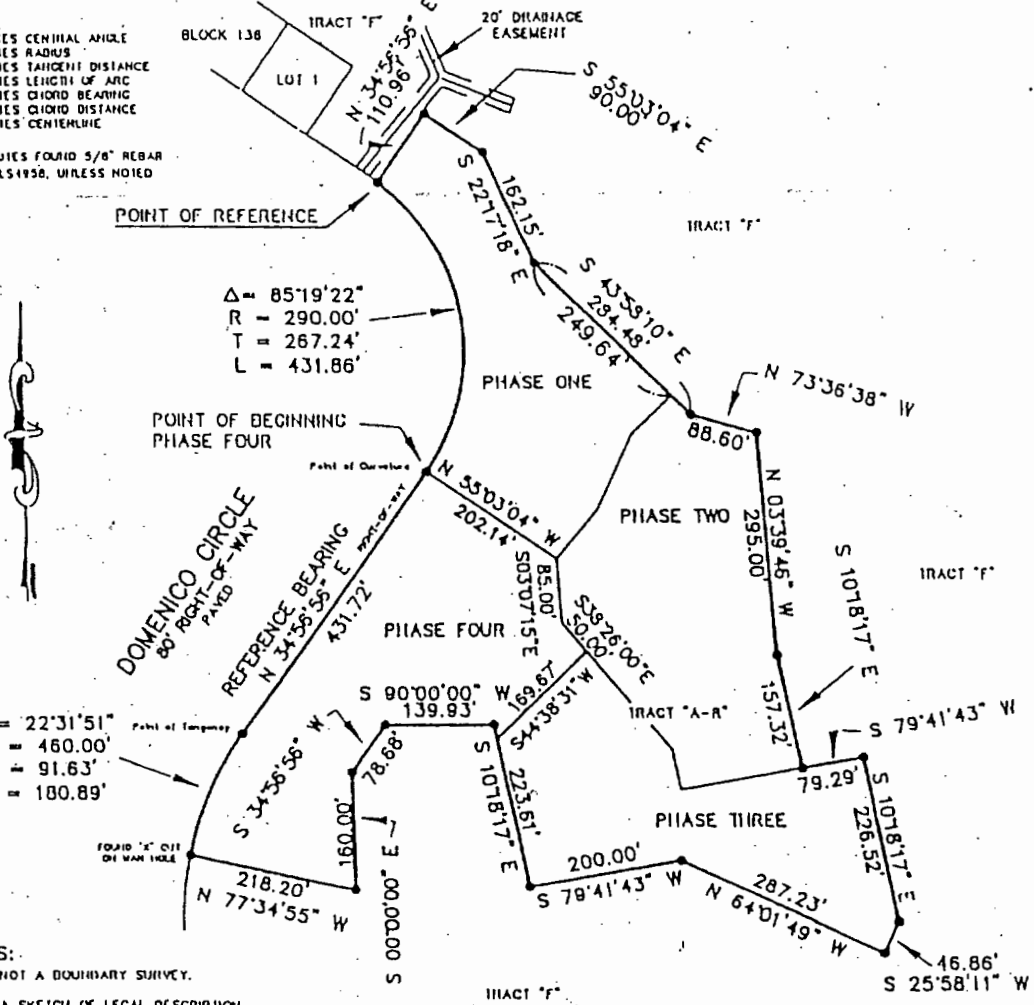
MAP SHOWING SKETCH OF

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

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

LEGEND:

- Δ - DENOTES CENTRAL ANGLE
- R - DENOTES RADIUS
- T - DENOTES TANGENT DISTANCE
- L - DENOTES LENGTH OF ARC
- C.D. - DENOTES CHORD BEARING
- C.D. - DENOTES CHORD DISTANCE
- Ⓢ - DENOTES CENTERLINE
- - REINFORCED 5/8" REBAR I.D. 1.5 INCHES, UNLESS NOTED



Δ = 85°19'22"
 R = 290.00'
 T = 267.24'
 L = 431.86'

Δ = 22°31'51"
 R = 460.00'
 T = 91.63'
 L = 180.89'

NOTES:

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

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

BRANDT WILSON & ASSOCIATES
 PROFESSIONAL LAND SURVEYOR

4075 A-1-A South, Suite 201, Jacksonville, FL 32014
 1-(904)471-7812

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

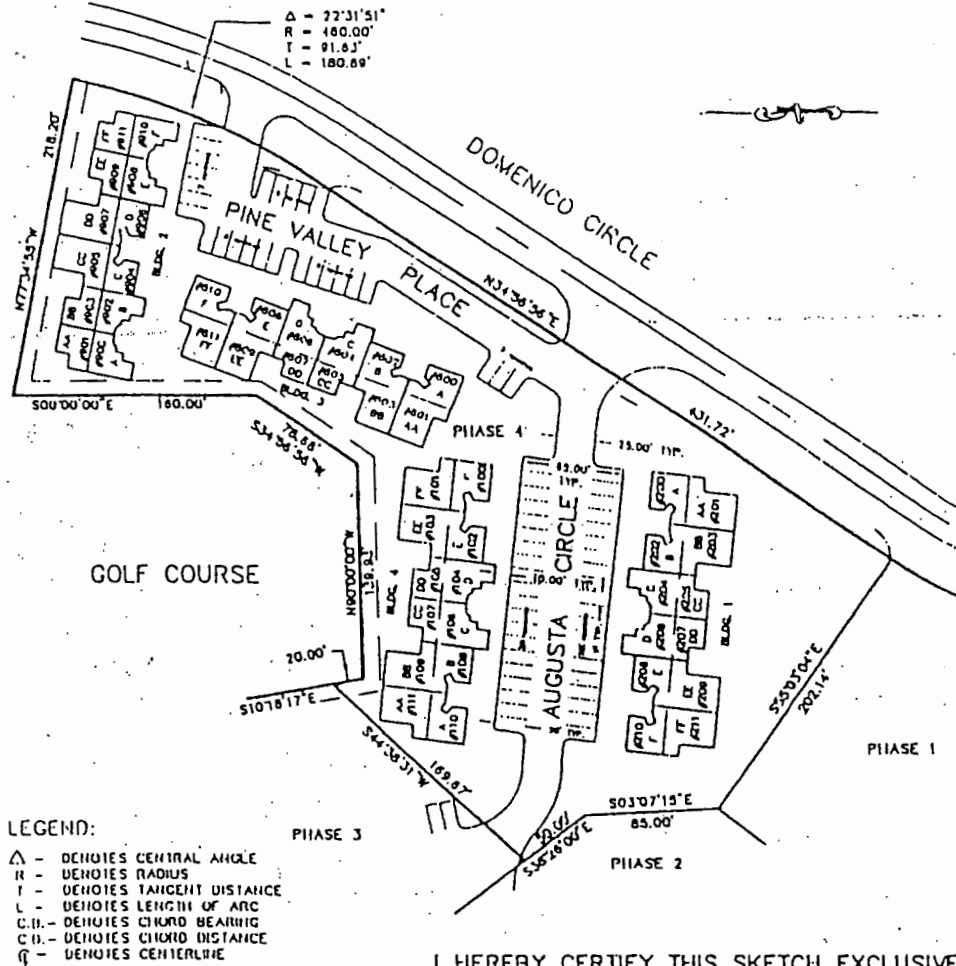
R. Brandt Wilson
 R. BRANDT WILSON, P.L.S. FL CERT # 154690
 Not valid unless signed & embossed with raised seal

FLOOD ELEVATION CERTIFICATE:
 THIS PROPERTY LIES IN FLOOD ZONE... AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.), COMMUNITY PANEL NO. 173147 01300, MAP DATED 1/18/83.
 FOR ST. JOHNS CO. FL.

DRAWN BY: BW JUN NO. 042705
 SCALE: 1" = 200' SHEET NO. B OF 9

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

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



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

NOTES:
THIS IS NOT A BOUNDARY SURVEY.
THIS IS A SKETCH SHOWING THE SITE PLAN FOR PHASE 4.
NORTH IS ASSUMED, BASED ON THE R/W OF DOMENICO CIRCLE.
REFERENCE BEARING AS SHOWN (N 34°56'56" E)
PROPOSED APPROVEMENTS AS SHOWN WERE PROVIDED
TO SURVEYOR BY CLIENT.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT
OF A TITLE OPINION. LEGAL DESCRIPTION WAS PROVIDED
BY CLIENT. NO RECORD OF EASEMENTS WERE PROVIDED
TO SURVEYOR.
All improvements exclusive of the
units are common elements.

BRANDT WILSON & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

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

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and that it meets minimum technical standards as set forth in Chapter 61C17-6, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

R. Brandt Wilson
R. BRANDT WILSON, P.L.S. FL CERT. NO. ES4694
Not valid unless embossed with raised spot.

DRAWN BY: BW JOB NO. GREEN 2
SCALE: 1" = 100' SHEET NO. 9