EXHIBIT "A"

VOL 5252 PG 1119

OFFICIAL RECORDS

PARCEL R-1

A parcel of land being a part of Block 16, OKLAHOMA, lying west of Blocks "C" and "D" of CLARK'S REPLAT OF BLOCK 16, OKLAHOMA, as shown on plat recorded in Plat Book 7, page 32 of the current public records of Duval County, Florida, and being more particularly described as follows:

Commence for a POINT OF REFERENCE at the intersection of the Westerly right of way line of Palm Avenue (as now established) with the Southerly right of way line of Cedar Street (as now established); thence South 0° 13' 24" West along the Westerly right of way line of said Palm Avenue, 206.0 feet; thence North 89° 46' 36" West, 25.99 feet; thence South 60° 00' West, 54.13 feet; thence South 30° 00' East, 30.0 feet; thence South 60° 00' West, 30.0 feet to the POINT OF BEGINNING; thence South 30° 00' East, 51.0 feet; thence South 60° 00' West, 50.0 feet; thence North 30° 00' West, 51.0 feet; thence North 60° 00' East, 50.0 feet to the POINT OF BEGINNING.

PARCEL R-2

A parcel of land being a part of Block 16, OKLAHOMA, lying west of Blocks "C" and "D" of CLARK'S REPLAT OF BLOCK 16, OKLAHOMA, as shown on plat recorded in Plat Book 7, page 32 of the current public records of Duval County, Florida, and being more particularly described as follows:

Commence for a POINT OF REFERENCE at the interesection of the Westerly right of way line of Palm Avenue (as now established) with the Southerly right of way line of Cedar Street (as now established); thence North 89° 56' 06" West along said Southerly right of way line, 441.30 feet to the POINT OF BEGINNING; thence South 60° 00' West, 58.38 feet; thence South 30° 00' East, 160.0 feet; thence North 60° 00' East, 134.0 feet; thence South 30° 00' East, 65.0 feet; thence North 60° 00' East, 182.0 feet; thence South 30° 00' East, 74.0 feet; thence South 60° 00' West, 182.0 feet; thence South 30° 00' East, 65.0 feet; thence South 60° 00' West, 134.0 feet; thence South 30° 00' East, 226.16 feet to the Northerly right of way line of LaSalle Street (as now established); thence North 89° 56' 06" West along said Northerly right of way line, 12.14 feet to the face of a concrete bulkhead and the Mean High Water Line of the St. Johns River; thence North 30° 00' West along the face of said bulkhead, 623.96 feet to the Southerly right of way line of said Cedar Street; thence South 89° 56' 06" East along said Southerly right of way line, 79.60 feet to the POINT OF BEGINNING.

Less and except any and all right, title and interest of Sponsor in and to any land lying within that portion of the right of way of Cedar Street extending from the Westerly right of way of LeBaron Avenue to the waters of the St. Johns River, which Sponsor specifically reserves for the benefit of itself, its successors and assigns.

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RECORDING FEES PAID
CLERK OF CIRCUIT COURT

VOL 5500 PG 1215

OFFICIAL RECORDS

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
THE ALEXANDRIA, A CONDOMINIUM

WHEREAS, The Declaration of Condominium for The Alexandria, A Condominium (the "Declaration"), dated August 15, 1979, was recorded in Official Records Book 4947, Page 811, of the Public Records of Duval County, Florida; and

WHEREAS, Pursuant to Section 14.2 of the Declaration, the Unit Owners are given the authority to make certain amendments to the Declaration; and

WHEREAS, the owners of seventy-five percent (75%) have voted in favor of this Amendment as evidenced by the Affidavit attached hereto as Exhibit "A";

NOW, THEREFORE, the Unit Owners desire to amend the Declaration by adding a new Section 7.5 as set forth on Exhibit "B" attached hereto.

Except as specifically modified herein, the Declaration shall remain in full force and effect as written.

IN WITNESS WHEREOF, The undersigned has set its hand and seal this 16th day of February, 1982.

Signed, sealed, and delivered in the presence of:

THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

By: Matthew Edelman
Its President

Attest: Frank J. Nocera
Its Secretary

(Corporate Seal)

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this sixteenth day of February, 1982, by MATTHEW EDELMAN and FRANK NOCERA, the President and the Secretary of The Alexandria Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the Corporation.

Notary Public, State of Florida at Large. My Commission expires:
March 4, 1984

(Notary Seal)

RETURNED BY:
MATTHEW A. STRAUSS
P. O. BOX 4099
JACKSONVILLE, FLORIDA 32201

OFFICIAL RECORDS

A F F I D A V I T

STATE OF FLORIDA)
SS.
COUNTY OF DUVAL)

Before me, the undersigned authority, on this day personally appeared MATTHEW EDELMAN and FRANK NOCERA, being the President and Secretary of The Alexandria Condominium Association, Inc., who being by me first duly sworn, depose and say that:

1. Seventy-five percent (75%) or more of the owners of units in The Alexandria, A Condominium, have voted in favor of the amendment set forth as Exhibit "B" to the Amendment to Declaration of Condominium for The Alexandria, A Condominium, dated February 16, 1982 (the "Amendment"), and all such votes remain in full force and effect.

2. The Board of Directors of The Alexandria Condominium Association, Inc., has authorized the making of this Affidavit and the recordation of the Amendment in the Official Records of Duval County, Florida.

Matthew Edelman

Frank L. Nocera

Sworn to and subscribed before me this sixteenth day of February, A. D. 1982.

Notary Public, State of Florida at large. My Commission expires:
March 4, 1984

EXHIBIT "A"

7.5 Approval of Association to Transfer of Unit; Obligation to Fund Improvement Account. In order to maintain a community of congenial residents, to improve the Common Elements and to protect the value of Units, the transfer of title to or possession of Units by any Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

(a) Transfers Subject to Approval.

(1) Sale.

No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association. The Association's right to approve the sale of a Unit shall not be used for the purposes of unlawful discrimination. All contracts for the sale of Units shall be boldly marked: "This sale is subject to the approval of the Alexandria Condominium Association and is conditioned on Purchaser's payment by closing of the amount designated for the Unit's Improvement Account."

(2) Gift.

If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association as provided in Section 7.5(a)(1); provided however the transfer of a Unit Owner's title or any interest therein by gift or devise to a member of such Unit Owner's immediate family shall not require the approval of the Association.

(3) Other Transfers.

If any Unit Owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the requirements of Section 7.5(a)(1).

(b) Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give notice of such intention to the Association, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale.

(b) Gift; Other Transfers.

A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered or permitted hereunder, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require including a copy of all instruments to be used in transferring title.

(c) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale or Gift.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. The Association shall not unreasonably withhold its approval, but shall , as a condition of granting its approval, require the prospective purchaser to pay by closing the amount of money which has been credited to the Unit's Improvement Account for accounting purposes. Upon receipt from the purchaser of the money designated for the Unit's Improvement Account, the Association shall promptly pay the money so received from the purchaser to the selling Unit Owner less a transfer and administrative fee of 15% of the amount received by the Association from the purchaser. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the purchaser.

(b) Failure to Give Notice; Deemed Approval.

If the Association does not approve or disapprove such sale, gift or other transfer, in writing delivered to the purchaser or Unit Owner within twenty (20) days after receipt of notice of such sale, gift or other transfer or if the Association shall unreasonably withhold its approval the transaction shall be deemed approved by the Association.

(3) Approval of Corporate Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the primary occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the primary occupant by the Association.

(c) Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transactions is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

(b) The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase by the Association a purchaser approved by the Association.

(d) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Gifts; Other Transfers.

If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association's affairs may be cast.

(d) Exceptions.

The foregoing provisions of this Article shall not apply to a lease or rental of any Unit or to a transfer or purchase by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(e) Unauthorized Transactions.

Any sale, mortgage, lease, or rental arrangement which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

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PUBLIC
COUNTY, FLA.
CLERK OF CIRCUIT COURT

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EXHIBIT E OFFICIAL REC

ARTICLES OF INCORPORATION
OF
THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

PROPERTY SERVICES, INC.
Real Estate - Asset Management
Jacksonville, Florida

the public records of Duval

EXHIBIT E OFFICIAL RECORDS

ARTICLES OF INCORPORATION
OF
THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I.

Name

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

ARTICLE II.

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of THE ALEXANDRIA, a Condominium, to be located on the property more particularly described in the Declaration of Condominium establishing such condominium, recorded or to be recorded among the public records of Duval County, Florida (hereinafter referred to as the "Condominium").

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

ARTICLE III.

Powers

The powers of the Association shall include all of the common law and statutory powers of a corporation not for profit including, but not limited to those set forth in Chapter 617 and Chapter 718, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

ARTICLE IV.

Members

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

B. Change of ownership in the Association shall be established by recording in the public records of Duval County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

D. The owner of each unit shall be entitled, as a member of the Association to a number of votes equal to the undivided interest in the common elements of the Condominium as set forth in the Declaration of Condominium, except there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V.

Directors

The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the Bylaws. The names and addresses of the persons who are to serve as the initial Board of Directors (which shall serve until the annual meeting of the members held in 1980, or until such time as unit owners other than the original owner and developer of the Condominium are entitled to elect one or more directors pursuant to the Bylaws, whichever occurs first) are as follows:

NAME	ADDRESS
David Clark	1468 Cedar Street Jacksonville, Florida 32207
David LaFave	1468 Cedar Street Jacksonville, Florida 32207
Judy Shea	5039 Timuquana Road, Apt. 119 Jacksonville, Florida 32210
Janice Evans	901 Ocean Boulevard Atlantic Beach, Florida 32233

Thereafter, the Directors shall be elected by the members in the manner provided in the Bylaws.

ARTICLE VI.

Officers

The affairs of the Association are to be managed by a President, one or more Vice Presidents, a Treasurer, a Secretary and such other officers as the Bylaws of the Association may provide for from time to time. The names of the officers who are to serve until the annual meeting of directors held in 1980 or until such time as unit owners other than the original owner and developer of the Condominium are entitled to elect one or more directors pursuant to the Bylaws, whichever occurs first, are as follows:

NAME	OFFICE
David Clark	President
David LaFave	Vice President
Judy Shea	Secretary
Janice Evans	Treasurer

Thereafter, the officers shall be elected by the Board of Directors annually in the manner provided in the Bylaws.

ARTICLE VII.

Indemnification and Insurance

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

B. The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the unit owners as a part of the Common Expenses.

ARTICLE VIII.

Bylaws

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

ARTICLE IX.

Amendments

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

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

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

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

(d) Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall have the right to amend these Articles of Incorporation without the consent of any member so long as no such amendment shall adversely affect the rights or powers of the holder of any previously recorded mortgage upon any unit or adversely affect any member.

(e) No amendment shall make any changes in the qualfications for membership nor the voting rights of members, nor any change in Article IV, Section C hereof, without approval in writing by all members and the written consent of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment be made which modifies, restricts or otherwise affects the rights and powers of the initial Board of Directors or of the developer of the Condominium.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the public records of Duval County, Florida.

ARTICLE X.

Term

The term of the Association shall be perpetual unless the Declaration is terminated pursuant to the terms thereof or pursuant to any applicable provision of the Florida Statutes.

ARTICLE XI.

Subscribers

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

NAME	ADDRESS
John Benson	3536 Pine Street Jacksonville, Florida 32205
Lois Clapp	1530 El Prado Road, Apt. #2 Jacksonville, Florida 32216
Helen Todd	5427 Wynnwood Drive Jacksonville, Florida 32207

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 13th day of May, 1979.

John S. Benson

Lois Clapp

Helen Todd

VOL 4947 PG 872
OFFICIAL RECORDS

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

BEFORE ME personally appeared JOHN S. BENSON, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Alexandria Condominium Association, Inc. and acknowledged before me that he signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 26th day of June, 1979.

Notary Public, State of Florida at Large.
My Commission Expires: 3-27-83

[Notarial Seal]

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

BEFORE ME personally appeared LOIS CLAPP, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Alexandria Condominium Association, Inc. and acknowledged before me that she signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 26th day of June, 1979.

Notary Public, State of Florida at Large.
My Commission Expires: 3-27-83

[Notarial Seal]

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

BEFORE ME personally appeared HELEN TODD, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation of The Alexandria Condominium Association, Inc. and acknowledged before me that she signed said Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 27th day of June, 1979.

Notary Public, State of Florida at Large.
My Commission Expires: 3-27-83

[Notarial Seal]

EXHIBIT F

VOL 4947 PG 873
OFFICIAL RECORDS

BY-LAWS

OF

THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

EXHIBIT F

VOL 4947 PG 873
OFFICIAL RECORDS

BY-LAWS

OF

THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

ARTICLE I

IDENTITY

Section 1. Condominium. These are the By-Laws of THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC., (the "Association"), a non-profit Florida corporation, as provided for in Chapter 718, Florida Statutes, which has been organized for the purpose of administering The Alexandria, a condominium, located on the property described in the Declaration of Condominium of The Alexandria, a condominium, filed or to be filed in the public records of Duval County, Florida, and as amended from time to time.

Section 2. Office. The office of the Association shall be in Duval County, Florida, at the site of the condominium or such other place as may be designated by the Board of Directors (the "Board").

Section 3. Registered Agent. For the purpose of service of process, the Association has designated a registered agent, which designation may be changed from time to time.

Section 4. Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II

MEMBERS

Section 1. Qualification. The members of the Association shall consist of all of the record owners of condominium units (hereinafter "unit").

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the public records of Duval County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

Section 3. Voting Rights. The owner of each unit shall be entitled as a member of the Association to a number of votes equal to the undivided interest in the Common Elements appurtenant to the member's unit as set forth in the Declaration of Condominium. The manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by unit

owners, Association members, and the Board of Directors, means more than fifty (50%) percent.

Section 4. Designation of Voting Representative. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 5. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

Section 6. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

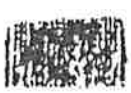
ARTICLE III

MEMBERS' MEETINGS

Section 1. Annual Members' Meeting. The annual members' meeting shall be held in July of each year beginning with the year 1980 at a date, place and time to be determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

Section 2. Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast seventy-five (75%) percent of the votes of the entire membership.

Section 3. Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days but not more than sixty (60) days in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at his address as it appears on the books of the Association. Proof of such mailing shall be given by either the post office certificate of mailing or an affidavit of the person giving the notice. Notice of meetings may be waived either before or after the meeting.



Section 4. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a plurality vote of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater vote is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

Section 5. Action Without A Meeting. Whenever the vote of members at a meeting is required for any action of the Association, the meeting and the vote of members may be dispensed with, if members representing seventy-five (75%) percent of the votes of the Association shall agree in writing to such action being taken.

Section 6. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Provided, however, that no one person may be designated to hold the proxies of more than five (5) members.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 8. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers.

(e) Reports of Committees.

(f) Election of Directors.

(g) Unfinished Business.

(h) New Business.

(i) Adjournment.

ARTICLE IV

DIRECTORS

Section 1. Powers. The business and affairs of the Association shall be managed by the Board, which, in addition to the powers conferred by these By-Laws, may exercise all powers and do all acts and things as are not by statute or by the Articles of Incorporation of the Association (the



4

"Charter") or by these By-Laws or by the Declaration of Condominium directed or required to be exercised or done by the members.

Section 2. Composition and Qualifications. The initial Board and their term of office shall be as set forth in the Charter, notwithstanding any terms and provisions in these By-Laws to the contrary. The Board, other than the initial Board, shall be elected by the members at the annual meeting of the members held in 1980 or at the first "special election meeting" (as defined in Article IV, Section 3, of these By-Laws) whichever occurs first, and each Director shall serve until the next annual meeting of the members or until his successor shall be elected and shall qualify. Except for the initial Board and any Director on the initial Board who may succeed himself in office, each Director shall be a person entitled to cast a vote in the Association. The Board shall be composed of four (4) Directors initially, but shall be increased to five (5) Directors at the first annual meeting of the members or at the first special election meeting, whichever occurs first. The number of Directors may be increased or decreased by amendment to this provision of the By-Laws, but shall never be less than three (3) nor more than nine (9).

Section 3. Election of Directors.

(a) Except as provided in subsection (d) hereof, commencing with the first annual meeting of members to be held in July, 1980, members of the Board shall be elected by a plurality vote of the members present in person or by proxy at the annual meeting of the members of the Association, and entitled to vote. At the first annual meeting of members, the term of office of two members of the Board shall be fixed at three (3) years. The term of office of two members shall be fixed at two (2) years and the term of office of one member shall be fixed at one (1) year. At the expiration of the initial term of office of each Director, a successor will be elected to serve a term of three (3) years.

(b) Except as to vacancies provided by removal of Directors by members, vacancies on the Board occurring between annual meetings of members shall be filled by the remaining Directors, although less than a quorum.

(c) Any Director may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose by at least ten percent (10%) of the members giving notice of the meeting in the manner provided for herein for special meetings. The vacancy on the Board so created shall be filled by the members of the Association at the same meeting.

(d) A "special election meeting" of the members shall be called for the following purposes at the following times:

(1) When unit owners other than the Sponsor (defined as the original owner and developer of The Alexandria, a condominium) own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Sponsor shall be entitled to elect not less one-third (1/3) of the members of the Board.

(2) Unit owners other than the Sponsor shall be entitled to elect no less than a majority of the members of the Board:

(i) after sales by the Sponsor have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association; or

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

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

whichever shall first occur.

(3) In the event phases III, IV and V are submitted to condominium ownership pursuant to paragraph 4.9 of the Declaration, unit owners other than the Sponsor shall be entitled to elect one additional member of the Board after the closing of the sale of seventy-five percent (75%) of the units in each of the foregoing phases.

(4) Any Director elected by unit owners other than the Sponsor pursuant to subsections (d)(1), (d)(2) and (d)(3) shall serve for the unexpired term of the Director that is replaced. The Sponsor shall determine, prior to the "special election meeting", which Sponsor appointed Board member shall resign to create the necessary vacancy for the special election meeting.

(5) Notwithstanding anything herein to the contrary, the Sponsor shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Sponsor holds for sale in the ordinary course of business five (5%) percent or more of the units in a condominium operated by the Association.

(6) Within sixty (60) days after unit owners other than the Sponsor are entitled to elect a member of the Board, the Association shall call and give notice of not less than thirty (30) days nor more than forty (40) days of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Prior to or not more than sixty (60) days after the time that the unit owners other than the Sponsor elect a majority of the members of the Board, the Sponsor shall relinquish control of the Association and the unit owners shall accept control and the Sponsor shall simultaneously deliver to the Association all property of the unit owners and of the Association held by or controlled by the Sponsor including but not limited to the items required to be delivered pursuant to Chapter 718, Florida Statutes.

Section 5. Meetings. Annual meetings of the Board shall be held immediately following the annual meeting of the

members commencing in 1980. Regular meetings may be held without notice to Directors at such time and place as shall be determined from time to time by the Board. Special meetings of the Board may be called by the President on three days' notice to each Director, either personally, by mail or by telegram. Special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two Directors. Notice of any and all meetings of the Board may be waived by written waivers signed by all Directors. Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance on the condominium property for the attention of unit owners except in an emergency.

Section 7. Quorum. At all meetings of the Board a majority of the Directors shall be necessary to and shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board except as otherwise specifically provided by statute, the Charter or these By-Laws. If a quorum shall not be present at any meeting, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Compensation. The Board shall receive no salary as Directors except for such fee for attendance at meetings of the Board as shall be set by the members. Provided however, that nothing herein shall prohibit a Director from serving the Association in any other capacity and receiving compensation therefor.

Section 9. Committees. The Board may appoint such committees, including an Executive Committee, with such duties and powers as the Board may determine.

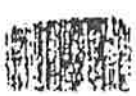
Section 10. Action Without A Meeting. Any action which may be taken at a meeting of the Directors (other than the adoption of the budget and the fixing of assessments) or any committee thereof, may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors or members of the committee, as the case may be, and filed in the minutes of the proceedings of the Board or committee.

ARTICLE VI

OFFICERS

Section 1. Officers and Election. The executive officers of the Association shall be a President who shall be a director, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

Section 2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion



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determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

Section 3. Vice President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such duties as shall be prescribed by the Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

Section 5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer.

Section 6. Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Sponsor shall receive any compensation for his services as such.

Section 7. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII

FISCAL MATTERS

Section 1. Annual Statement. The Board shall present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the Association. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business practices and with generally accepted accounting principles uniformly applied and copies thereof shall be furnished to each of the members.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer

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or officers or such other person or persons as the Board may from time to time designate.

Section 3. Fidelity Bonds. In the event the condominiums to be managed by the Association contain a total of more than fifty (50) units, then the Association shall obtain and pay for fidelity bonds in such amounts as the Board may require for all officers and directors who control or disburse funds of the Association. The expense of such bonds shall be a common expense.

Section 4. Assessments. The Board shall fix and determine the sums necessary and adequate for the continued ownership, operation and maintenance of the condominium including common expenses, the payment for any items of betterment, and the establishment of appropriate reserve funds as the Board shall determine. Common expenses which are to be the subject of said assessment shall be defined annually by the Board and shall include all items of expense pertaining to the operation and maintenance of the Common Elements of the condominium, the operation of this Association and its expenses, and lawful expenses authorized by Chapter 718, Florida Statutes, the Declaration, the Charter and these By-Laws. Such common expenses shall include but not be limited to: provision for property taxes and assessments of the condominium (until such time as any of such taxes or assessments are made against units individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium (and such personal property of the condominium that is part of its Common Elements), which may include a deductible provision, premiums for adequate public liability insurance legal and accounting fees, management fees, operating expenses of the condominium and this Association, maintenance, repairs and replacements, (but only as to the Common Elements except as may be otherwise authorized by the Declaration), charges for utilities and water used in common for the benefit of the condominium, cleaning and janitor service of the Common Elements, expenses and liabilities incurred by the Association in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against the members or others, the creation of reasonable contingency or reserve requirements for the protection of the members and the Association's share of the expense of taxes, insurance, operating costs, and utilities with respect to any recreational facilities serving the condominium as set forth in the Declaration. There shall be excluded from common expenses, charges for utilities separately charged and metered to each unit and consumed therein and any charges for alterations, repairs, painting or maintenance within the interior of any unit or otherwise, which are the responsibility of the unit owner, except for such charges for alteration, repairs, painting or maintenance which are the obligation of the unit owner and which must be made for the protection of the Common Elements of the condominium but have not been made by such unit owner.

Section 5. Payment. Regular assessments shall be paid by the members on a monthly basis. The standard of assessments for the first year of operation (or prorata part thereof) shall be as set forth in a projected operating budget certified by the Sponsor to be the then existing projected operating budget of the condominium. Said assessment shall be computed thereafter in the manner set forth herein and in the Declaration. When the assessment is fixed

by the Board it shall be retroactive to the first of that fiscal year and the owners of units will be credited with any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Monthly assessment charges once fixed shall continue until changed by the Board hereunder and shall be due and payable without notice or demand no later than the tenth (10th) day of each month of the month due. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the members thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as provided for the service of notices herein.

Section 6. Adjustment. The assessment fixed and to be fixed hereunder is and shall be based upon a projection and estimate by the Board and may be in excess of or less than the actual sums required. In such event, the Board, by appropriate action, may increase or decrease the amount of any assessment and make such adjustments respecting the reserves as they shall determine, including an assessment against each member of his proportionate share of any deficiency or the crediting to each member of his proportionate share of any excess of the actual sums required together with reasonable reserves.

Section 7. Time for Determining. After the initial determination of the annual cash requirements of the Association, determinations thereafter shall be made on a fiscal or calendar year basis (as the Board may determine) by the Board as soon as reasonably practicable after the end of the first and each subsequent year of operation of the Association.

Section 8. Special Assessments. Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet expenses not anticipated to be incurred on a regular or annual basis, including but not limited to, assessments to meet shortages or emergencies, or construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the members at a duly convened meeting; and (ii) those assessed against one member alone to cover repairs or maintenance for which such member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Elements or the condominium or which are for expenses incident to the abatement of a nuisance within his unit.

Section 9. Annual Budget of Common Expenses. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including but not limited to the following: administration of the Association management fees, maintenance, taxes on Association property, insurance, security, other expenses including, but not limited to those relating to the recreational facilities, operating capital, reserves and fees payable to the Florida Division of Land Sales and Condominiums. The proposed budget shall be mailed by first class mail to the unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a written notice of the time and place at which such meeting shall be held, and such meeting shall be open to all unit owners. If a budget is

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adopted by the Board which requires regular assessments against the members in any fiscal or calendar year exceeding 115% of such regular assessments for the preceding year, upon written application of ten (10%) percent of the members, a special meeting of the members shall be held upon not less than ten (10) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting members may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board shall require a vote of not less than seventy-five (75%) percent of the total number of votes of all members of the Association. The Board may in any event propose a budget to the members at a meeting of the members or by writing, and if such budget or proposed budget be approved by a vote of a majority of members attending the meeting, or by a majority of the total number of members of the Association by a writing, such budget shall not thereafter be reexamined by the members in the manner hereinabove set forth nor shall the Board be recalled under the terms of this section. In determining whether regular assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; reasonable reserve funds for repair or replacement of the condominium property, and the payment of any items of betterment to the condominium property. Provided, however, that so long as the Sponsor is in control of the Board, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the members.

Section 10. Default in Assessment. In the event of a default by a member in the payment of any assessment, the Association shall have all rights and remedies provided by law including but not being limited to those provided by Chapter 718, Florida Statutes, and the liability of the owner of a unit shall include liability for a reasonable attorney's fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the unit pending foreclosure and sale, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the Association may bid in, acquire, hold, lease, mortgage and convey the unit, as the Board may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

Section 11. Assessments against Sponsor. The Sponsor shall not be required to pay periodic assessments for any units owned by it although the Sponsor agrees to be responsible for the allocated amount of common expenses attributable to the units owned by it.

Section 12. Fiscal Year. The fiscal year of the Association shall be from July 1 to June 30 of each year.

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ARTICLE VIII

AMENDMENTS OF BY-LAWS AND CHARTER

Section 1. By-Laws. These By-Laws may be amended, altered, rescinded or added to by resolution adopted by a three-fifths vote of the Board at any duly called meeting thereof at which notice of such proposed amendment shall have been given or waived by written waiver. Any such amendment to be valid must be annexed to a duly recorded amendment to the Declaration.

Section 2. Charter. The Charter may be amended, altered or added to in the manner described in the Charter, provided that no members' meeting shall amend, alter or add to the Charter unless prior written notice of said meeting specifying the proposed change has been given to all members at least fourteen (14) days prior to the meeting or said notice is waived by written waiver. Notwithstanding anything in these By-laws, the Charter, or the Declaration to the contrary, the initial Board shall have the right to amend the Charter so long as no such amendment shall adversely affect the rights or powers of any previously recorded mortgage or adversely affect the owner of any unit.

Section 3. Proviso. Notwithstanding anything in this Article or in these ByLaws to the contrary, no amendment to these ByLaws or the Charter may be made which modifies, restricts or otherwise affects, or purports to affect, the rights and powers of the initial Board or which modifies, restricts or otherwise affects, or purports to affect, the rights and powers of the Sponsor under these By-Laws, the Charter or the Declaration.

ARTICLE IX

BOOKS AND RECORDS

Section 1. Records to be Kept. The Association shall maintain accounting records according to generally accepted accounting principles and said records shall be open to inspection by unit owners or their authorized representatives at reasonable times. Written summaries of such records shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders on units who have requested in writing that they be registered and to whom the Association will give notice of default in case of nonpayment or assessments. No responsibility by the Association is assumed with respect to said register except that it will give notice of default to any institutional mortgagee or lienor therein, if so required.

Section 2. Insurance. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

Section 3. Transfers. The Secretary shall act as the transfer agent to record all transfers of the ownership of units and the registration of all institutional mortgagees and lienholders in the aforedescribed books.

ARTICLE X

MISCELLANEOUS

Section 1. Validity. If any ByLaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other ByLaw or part thereof.

Section 2. Rules and Regulations. In addition to the restrictions set forth in the Declaration, the Board may from time to time adopt rules and regulations for the operation of the condominium and all members shall abide thereby. Provided however, that said rules and regulations shall be equally applicable to all members similarly situated and shall be uniform in their application and effect.

Section 3. Construction. Wherever the masculine or singular form of the pronoun is used in these ByLaws it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires or admits, and shall include and apply to a corporation.

Section 4. Notices. Whenever notices are required to be given to any Director or member, such notice may be given in writing, by mail, by depositing the same in post office or letter box, in a post-paid sealed envelope, addressed to such Director or member at such address as appears on the books of the Association, and such notice shall be deemed to be given at the time same shall be thus mailed. A waiver of any notice required hereunder signed by the person or persons entitled to such notice, whether before or after the time stated, shall be deemed equivalent thereto.

Section 5. Delegation of Authority. Notwithstanding the assignment of duties and functions to the Board and/or officers set forth herein and in the Charter, the Board and officers are authorized to delegate such duties and functions to a manager or other persons as they may select so long as the Board and officers shall at all times remain primarily responsible for their respective duties, functions and obligations imposed hereunder and under the Charter.

Section 6. Transfer Expense. The Board is authorized to charge a fee to any unit owner requesting information from the Association in connection with the sale or lease or other transfer of ownership or occupancy of his unit. The fee shall not exceed the reasonable expenditure required in connection with furnishing such information and in no event shall the fee exceed $50.00.

Section 7. Assignment of Parking Spaces. The Board is authorized to assign parking spaces to unit owners. Assigned parking spaces shall not be limited common elements and the right to use an assigned space shall not be transferable to a new owner upon the sale of a unit.

JOINDER OF MORTGAGEE

North Carolina National Bank, a national banking association, herein called the Mortgagee, the owner and holder of a mortgage upon that certain parcel of land in Duval County, Florida, more particularly described on Exhibit A attached hereto and made a part hereof, which mortgage is recorded in Official Records Volume 4853, Page 569, public records of Duval County, Florida, joins in the making of the Declaration of Condominium of The Alexandria, a Condominium and consents to the terms and provisions contained in said Declaration.

IN WITNESS WHEREOF, the mortgagee has caused this instrument to be executed in its name by its proper officers thereunto duly authorized this 7th day of August, 1979.

NORTH CAROLINA NATIONAL BANK

By James A. Hunter
Its Vice President (SEAL)

Signed, sealed and delivered
in the presence of:

Barbara H. Howe

Stephen D. Campbell

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 7th day of August, 1979 by James A. Hunter the Vice President of North Carolina National Bank, a national banking association, on behalf of the corporation.

Kathleen D. Pritchard
Notary Public, State and County
Aforesaid.
My Commission Expires: 6/1/83

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That portion of Block 16, Oklahoma, lying West of Blocks "C" and "D", of Clarke's Replat of Block 16, Oklahoma, as shown by plat recorded in Plat Book 7, page 32, of the public records of said County, bounded on the North by Cedar Street, on the East by Palm Street, on the South by LaSalle Street (formerly known as Pine Street) and on the West by St. Johns River, said property being more particularly described as follows:

Commencing at a permanent reference monument located at a point where the North line of LaSalle Street (formerly Pine Street in South Jacksonville) as established by the City of Jacksonville, is intersected by the West line of Palm Street, as established by the City of Jacksonville, for point of beginning, and run thence Westerly along the North line of LaSalle Street, a distance of 207 feet, more or less, to a point on the West edge of a concrete bulkhead which has been constructed along the bank of the St. Johns River; run thence along the West edge of said bulkhead following the meanderings of same and in a general Northwesterly direction, a distance of 624.45 feet, more or less, to a point where the West edge of said concrete bulkhead is intersected by the South line of Cedar Street, as established by the City of Jacksonville; run thence East along the South line of Cedar Street, a distance of 522 feet, more or less, to a permanent reference monument located where the South line of Cedar Street is intersected by the West line of Palm Street, run thence South along the West line of Palm Street as established by the City of Jacksonville, a distance of 540.28 feet to the permanent reference monument at the point of beginning.

JOINDER OF MORTGAGEE OFFICIAL RECORDS

Ethel Stowe, an unmarried person, and North Carolina National Bank, a national banking association, Trustees under the Will of A. Lloyd Goode, herein called the Mortgagee, the owner and holder of a mortgage from Edwin T. Holland, joined by his wife, Elizabeth M. Holland, to A. Lloyd Goode encumbering that certain parcel of land in Duval County, Florida, more particularly described on Exhibit A attached hereto and made a part hereof, which mortgage is recorded in Official Records Volume 2808, Page 474, public records of Duval County, Florida, joins in the making of the Declaration of Condominium of The Alexandria, a Condominium, and consents to the terms and provisions contained in said Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name this 20th day of August, 1979.

Signed, sealed and delivered in the presence of:

_____ (SEAL)
Ethel Stowe, as Trustee under the Will of A. Lloyd Goode

NORTH CAROLINA NATIONAL BANK, as Trustee under the Will of A. Lloyd Goode

By _____
Its Vice President

(CORPORATE SEAL)

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STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20th day of August, 1979, by Ethel Stowe, as Trustee under the Will of A. Lloyd Goode.

Notary Public, State and County Aforesaid.
My Commission expires: My Commission Expires April 2

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20th day of August, 1979, by Lloyd J. Boyce the Vice President of North Carolina National Bank, a national banking association, as Trustee under the Will of A. Lloyd Goode, on behalf of the corporation.

Notary Public, State and County Aforesaid.
My Commission expires: My Commission Expires April 2, 1

That portion of Block 16, Oklahoma, lying West of Blocks "C" and "D", of Clarke's Replat of Block 16, Oklahoma, as shown by plat recorded in Plat Book 7, page 32, of the public records of said County, bounded on the North by Cedar Street, on the East by Palm Street, on the South by LaSalle Street (formerly known as Pine Street) and on the West by St. Johns River, said property being more particularly described as follows:

Commencing at a permanent reference monument located at a point where the North line of LaSalle Street (formerly Pine Street in South Jacksonville) as established by the City of Jacksonville, is intersected by the West line of Palm Street, as established by the City of Jacksonville, for point of beginning, and run thence Westerly along the North line of LaSalle Street, a distance of 207 feet, more or less, to a point on the West edge of a concrete bulkhead which has been constructed along the bank of the St. Johns River; run thence along the West edge of said bulkhead following the meanderings of same and in a general Northwesterly direction, a distance of 624.45 feet, more or less, to a point where the West edge of said concrete bulkhead is intersected by the South line of Cedar Street, as established by the City of Jacksonville; run thence East along the South line of Cedar Street, a distance of 522 feet, more or less, to a permanent reference monument located where the South line of Cedar Street is intersected by the West line of Palm Street, run thence South along the West line of Palm Street as established by the City of Jacksonville, a distance of 540.28 feet to the permanent reference monument at the point of beginning.

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