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OFFICIAL RECORDS

DECLARATION OF CONDOMINIUM
OF
THE ALEXANDRIA, A CONDOMINIUM

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

OFFICIAL RECORDS

DECLARATION OF CONDOMINIUM
OF
THE ALEXANDRIA, A CONDOMINIUM

This Declaration is made this 15th day of August, 1979, by DAVID CLARK & ASSOCIATES, INC., whose address is 824 Cedar Street, Jacksonville, Florida 32207 (the "Sponsor").

The Sponsor makes the following declarations.

1. Submission of Real Property to Condominium Ownership. By this Declaration the Sponsor submits the real property described in Exhibit "A-1" and owned by the Sponsor in fee simple absolute subject to the matters set forth therein, if any, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes (the "Condominium Act") or as may be amended from time to time.

2. Name. The name of the condominium is The Alexandria, a Condominium.

3. Definitions. The terms used in this Declaration of Condominium and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

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

3.2 "Association" means the entity which is responsible for the operation of the Condominium Property, and known as The Alexandria Condominium Association, Inc., a non-profit Florida corporation, and its successors.

3.3 "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Bylaws.

3.4 "Bylaws" means the bylaws for the government of the Association as amended from time to time.

3.5 "Common Elements" shall include: (a) the portions of the Condominium Property not included in the Units; (b) tangible personal property owned by the Association and required or useful for the maintenance and operation of the Common Elements; (c) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements; (d) an easement of support in every portion of a Unit which contributes to the support of a building; and (e) the property and installation required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

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

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

3.8 "Condominium Property" means the parcel of real property described in Exhibit "A-1" attached hereto together with all improvements built or to be built thereon, as the same may be expanded from time to time in accordance with the provisions of paragraph 4.5 relating to additional Common Elements and the provisions of paragraph 4.9 relating to additional phases.

3.9 "Declaration" means this Declaration of Condominium and all Exhibits attached hereto, as the same may be amended from time to time.

3.10 "Institutional Mortgagee" means Banks, Savings and Loan Associations, Insurance Companies, PHA Approved Mortgage Lenders and Bankers, Real Estate Investment Trusts and other lending institutions.

3.11 "Insurance Trustee" means a national bank, having trust powers, which is designated by the Association under paragraph 8 hereof to hold policies of insurance, receive the proceeds thereof and disburse the same in accordance with paragraph 8. Until such time as the Association designates an Insurance Trustee, the Board shall perform the duties of the Insurance Trustee contained in paragraph 8.

3.12 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

3.13 "Option Area" means the parcel of land described on Exhibit "A-7", designated as parcel "R-3" on Exhibit "B", and any improvements constructed thereon or extending into the St. Johns River including, but not limited to any marina. The term "marina" as used herein means a facility designated for the permanent mooring of watercraft.

3.14 "Person" means any individual, corporation, partnership, association, joint venture, trust, estate, unincorporated organization or other entity.

3.15 "Phase II" means the real property described in Exhibit "A-2" and the improvements constructed and to be constructed thereon which may be submitted to this Declaration as provided in paragraph 4.9 by an amendment to the Declaration. After such amendment Phase II shall be a part of the Condominium Property as if originally submitted in this Declaration.

3.16 "Phase III" means the real property described in Exhibit "A-3" and the improvements constructed and to be constructed thereon which may be submitted to this Declaration as provided in paragraph 4.9 by an amendment to the Declaration. After such amendment Phase III shall be a part of the Condominium Property as if originally submitted in this Declaration.

3.17 "Phase IV" means the real property described in Exhibit "A-4" and the improvements constructed and

to be constructed thereon which may be submitted to this Declaration as provided in paragraph 4.9 by an amendment to the Declaration. After such amendment Phase IV shall be a part of the Condominium Property as if originally submitted in this Declaration.

3.18 "Phase V" means the real property described in Exhibit "A-5" and the improvements constructed and to be constructed thereon which may be submitted to this Declaration as provided in paragraph 4.9 by an amendment to the Declaration. After such amendment Phase V shall be a part of the Condominium Property as if originally submitted in this Declaration.

3.19 "Recreation Area" means the real property described in Exhibit "A-6" designated as parcels "R-1", "R-2" and "R-4" on Exhibit "B" and the improvements constructed or which may be constructed thereon, or extending into the St. Johns River, including, but not limited to any bulkhead and dock, all or part of which may be submitted to this Declaration as provided in paragraph 4.5 by an amendment to the Declaration. After such amendment the property that is submitted to this Declaration shall be a part of the Common Elements as if originally submitted in this Declaration. The term "dock" as used herein means a pedestrian promenade over the water which may also be used for temporarily typing up watercraft, although not specifically designed for that purpose.

3.20 "Sponsor" means DAVID CLARK & ASSOCIATES, INC., its assignees, nominees and successors.

3.21 "Unit" means a part of the Condominium Property which is to be subject to exclusive private ownership as defined in the Condominium Act.

3.22 "Unit Owner" or "Owner of Unit" means the record owner of a Unit.

4. Development Plan. The condominium is described and established as follows:

4.1 Survey, Plot Plan and Graphic Description; Units. A survey of the land described in Exhibit "A-1" and a graphic description of the improvements in which Units are located and a plot plan are attached hereto as Exhibit "B" and made a part hereof and together with this Declaration are in sufficient detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions. An identification of each Unit is set forth on Exhibit "D" attached hereto and made a part hereof.

4.2 Certificate of Surveyor. A certificate of Harbor Engineering Company, a surveyor authorized to practice in the State of Florida, is set forth in Exhibit "C" attached hereto and made a part hereof stating that the construction of the improvements is substantially complete so that the exhibits described in paragraph 4.1, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit can be determined therefrom.

4.3 Percentage of Common Elements and Common Expenses. There shall be appurtenant to each Unit an undivided share of the Common Elements. The undivided shares, stated as percentages, in the Common Elements which are appurtenant to each Unit shall be as set forth in Exhibit "D" attached hereto and made a part hereof, under the column designated "I". The percentage and manner of sharing Common Expenses and owning Common Surplus shall also be as set forth in Exhibit "D" under column "I".

In the event Phase II is submitted to condominium ownership, the Common Elements appurtenant to Phase II shall be merged with the Common Elements appurtenant to Phase I and each Unit Owner shall own an undivided interest in all of the Common Elements of Phases I and II and share all of the Common Expenses and Common Surplus of Phases I and II. The undivided shares, stated as percentages in the Common Elements of Phases I and II appurtenant to each Unit and the percentage and manner of sharing Common Expenses and Common Surplus of Phases I and II shall be as set forth on Exhibit "D" under the column designated "II".

Likewise, in the event Phases III, IV and V are submitted to condominium ownership the Common Elements appurtenant to such phases shall be merged with the Common Elements of the previously submitted phases. The undivided shares, stated as percentages in the Common Elements of the phases that have been submitted to condominium ownership and the percentage and manner of sharing Common Expenses and Common Surplus of such phases shall be as set forth on Exhibit "D" under the columns designated "III", "IV" and "V" respectively.

4.4 Easements.

(a) Each of the following easements is reserved through the Condominium Property for the benefit of the Sponsor, its successors, assigns, and grantees including, but not limited to, any person residing upon any portion of Phases I through IV inclusive (regardless of whether or not Phases II through IV or any one or more of such phases are submitted to condominium ownership):

(i) Utilities. A non-exclusive easement is reserved over, across, through and under the Condominium Property for the installation, maintenance, repair, replacement and operation of utility services including, but not limited to, water, sewer, gas and electric utilities, and for cable television and other communication lines in order to adequately serve any portion of Phases I through IV, inclusive, and the Recreation Area; provided, however, easements through a Unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

(ii) Ingress and Egress. A non-exclusive easement is reserved for pedestrian traffic over, through and across sidewalks, paths,

walks, lobbys, stairways, walkways and lanes, and like passageways as the same may from time to time exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

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

(c) Each Unit Owner and their guests, invitees and domestic help, and all delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Sponsor to serve the Condominium Property, holders of mortgage liens on the Condominium Property or any Unit and such other persons as the Sponsor may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress for pedestrian and vehicular traffic over and across those portions of Phases I through IV inclusive (regardless of whether or not Phases II through IV or any one or more of such phases are submitted to condominium owernship) which may from time to time be paved and marked for driveway purposes.

(d) The foregoing easements shall be covenants running with the land and notwithstanding any other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands from the Condominium Property.

4.5 Recreation Area.

(a) The Sponsor hereby declares that the Recreation Area shall at all times be reserved for the exclusive use and enjoyment of all persons owning or residing upon any portion of Phases I through V, inclusive (regardless of whether or not Phases II through V, or any one or more of such phases are submitted to condominium ownership), subject to the rights reserved herein by the Sponsor. The Sponsor further grants to each Unit Owner a non-exclusive easement of access, ingress, and egress over, across, upon and through the Recreation Area together with the right to use and enjoy any facilities constructed thereon. The Sponsor shall, on or before the expiration of two years from the date of recordation of the Declaration, amend the Declaration to enlarge the Common Elements by submitting either Sponsor's entire interest in the Recreation Area, or an undivided

interest therein, to the terms of the Declaration, subject to the following provisions:

(i) If only Phase I has been submitted to condominium ownership, the Sponsor shall enlarge the Common Elements by submitting an undivided 20.347% interest in the Recreation Area to the terms of the Declaration;

(ii) If only Phases I and II have been submitted to condominium ownership, the Sponsor shall enlarge the Common Elements by submitting an undivided 47.959% interest in the Recreation Area to the terms of the Declaration;

(iii) If only Phases I, II and III have been submitted to condominium ownership, the Sponsor shall enlarge the Common Elements by submitting an undivided 67.600% interest in the Recreation Area to the terms of the Declaration;

(iv) If only Phases I, II, III and IV have been submitted to condominium ownership, the Sponsor shall enlarge the Common Elements by submitting an undivided 86.153% interest in the Recreation Area to the terms of the Declaration;

(v) If all five phases have been submitted to condominium ownership, the Sponsor shall enlarge the Common Elements by submitting an undivided 100% interest in the Recreation Area to the terms of the Declaration.

Such amendment may be made by the Sponsor without the consent or joinder of any Unit Owner, the Association, or any person holding a lien upon any Unit or the Condominium Property or any part thereof. The amendment shall divest the Sponsor of the interest in the Recreation Area specified in the amendment and will vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units owned by them.

(b) If less than a 100% interest in the Recreation Area is submitted to the Declaration, the Sponsor shall reserve for the benefit of all persons owning or residing upon any portion of any phase not submitted to condominium ownership a non-exclusive easement for access, ingress, egress and utilities over, across, upon, under and through the Recreation Area together with the right to use and enjoy facilities constructed thereon.

(c) Notwithstanding anything contained herein, the rights and easements granted herein shall not apply to any portion of Parcel R-4 described on Exhibit "A-6" (which parcel presently lies within the right of way of LaSalle Street) and Sponsor shall have no obligation to submit to the terms of this Declaration any portion of such

land unless and until the City of Jacksonville enacts an ordinance to close the public street lying within such parcel and the Sponsor obtains the fee simple title to such parcel.

(d) The provisions of this paragraph 4.5 shall be covenants running with the title to the land and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive termination of the condominium and the exclusion of any lands from the condominium.

4.6 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, as follows:

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

(1) Upper Boundary - the horizontal plane of the unfinished ceiling.

(2) Lower Boundary - the horizontal plane of the unfinished floor.

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit extended to the intersection with each other and with the upper and lower boundaries.

(c) Windows and Doors. Exterior windows and frames, exterior glass doors and frame and casings are deemed to be part of the Unit.

(d) Heat and Air Conditioning. Air conditioning and heating equipment and facilities appurtenant to and serving an individual Unit are deemed to be part of the Unit.

(e) Multiple Ownership of Units. Contiguous Units owned by the same person may be altered so as to integrate them into one Unit for living purposes provided that such alteration shall be at the expense of such person, shall not interfere with the enjoyment of the Common Elements by others and shall otherwise comply with the provisions of paragraph 5.3(c). In no event shall such multiple ownership change the respective undivided share in the Common Elements, percentage of sharing Common Expenses and owning Common Surplus as set forth on Exhibit "D".

4.7 Limited Common Elements. All balconies or patios and any such structure attached to the exterior main walls of the building that serve only the particular Unit adjacent to such structure shall be a Limited Common Element for the benefit of that particular Unit only.

4.8 Amendment of Plans.

(a) Alteration of Unit Plans. Sponsor reserves the right to change the interior design



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and exterior style and arrangement of all Units, and to alter the boundaries between Units and to combine one or more Units into one Unit, so long as Sponsor owns the Units so altered. If more than one Unit is concerned, the Sponsor shall apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned. If Sponsor shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of Unit plans by Sponsor need be signed and acknowledged only by the Sponsor and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium Property, whether or not such signatures are elsewhere required for an amendment.

4.9 Additional Phases.

(a) Amendment. The Sponsor and its successors and assigns shall have the right (but without obligation to do so) in its sole discretion without consent or joinder of the Association or any Unit Owner or the holder of any lien on any Unit or the Condominium Property, at any time and from time to time within two (2) years from the date of recordation of this Declaration, to submit to the provisions of the Florida Condominium Act and to subject to, and include within the provisions of, the condominium documents by amendment in the form hereinafter mentioned, additional Units, Limited Common Elements and Common Elements described in this paragraph. Such amendment need only be signed and acknowledged by the Sponsor, notwithstanding any provision herein to the contrary regarding amendments.

(b) Description. The additional phases which may be submitted to condominium ownership are described as Phase II, Phase III, Phase IV and Phase V. The real property contained in each of the foregoing phases is described in Exhibits "A-2", "A-3", "A-4" and "A-5" respectively of this Declaration. A plot plan of the additional phases is contained on page one of Exhibit "B" of this Declaration.

(c) Phase II. Phase II will consist of thirty-six (36) Units. The types of Units contained in the phase and the number of each type of Unit in such phase is described below:

One bedroom/one bath - 16 Units
Two bedrooms/one bath - 4 Units
Two bedrooms/two baths - 12 Units
Three bedrooms/two baths - 4 Units

(d) Phase III. Phase III will consist of twenty (20) Units. The types of Units contained in the phase and the number of each type of Unit in such phase is described below:

One bedroom/one bath - 4 Units
Two bedrooms/one bath - 6 Units



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Two bedrooms/two baths - 4 Units
Three bedrooms/two baths - 6 Units

(e) Phase IV. Phase IV will consist of twenty-four (24) Units. The types of Units contained in the phase and the number of each type of Unit in such phase is described below:

One bedroom/one bath - 10 Units
Two bedrooms/one bath - 4 Units
Two bedrooms/two baths - 6 Units
Three bedrooms/two baths - 4 Units

(f) Phase V. Phase V will consist of not more than eighteen (18) Units. Each Unit will contain not less than one bedroom and one bath.

(g) Adjustment. Each Unit's undivided interest in the Common Elements and the share of Common Expenses and Common Surplus will be adjusted as each subsequent phase is added as shown on Exhibit "D" and as described in paragraph 4.3.

(h) Recreation Area. The recreation areas and facilities that will be used by Unit Owners in Phase I will also be used by the Unit Owners of each additional phase and the Sponsor does not intend to provide additional facilities nor delete any facilities as a result of adding or failing to add additional phases.

(i) Ownership. The membership vote and ownership in the Association of each Unit Owner is the same as the Unit Owner's undivided interest in the Common Elements. Each Unit Owner's voting rights will be modified upon the addition of each subsequent phase in accordance with Exhibit "D" of the Declaration.

(j) Time Share Estates. No time share estates will be created with respect to Units in any phase.

(k) Notice. The Sponsor shall notify owners of existing Units of the commencement of, or the decision not to add, one or more additional phases. Notice shall be by certified mail addressed to each Unit Owner at the address of his Unit or at his last known address.

(l) Failure to Submit. If one or more phases are not submitted to condominium ownership, Units which are submitted to condominium ownership will be entitled to one hundred (100%) percent ownership of all Common Elements within the phases actually developed and submitted to condominium ownership, in accordance with Exhibit "D" and the provisions of paragraph 4.3 and one hundred (100%) percent of the membership vote and ownership in the Association.

(m) Additional Land. Except as required in paragraph 4.5, the Sponsor may but shall not be required to convey any additional lands or facilities to the Unit Owners after the completion of the first phase or any subsequent phase.

(n) Alteration. Notwithstanding anything contained in subparagraphs (c), (d), (e) and (f) hereof or in Exhibit "D", the Sponsor reserves the right to modify the interior design and exterior style and arrangement and to alter the boundaries between Units in Phases II through V inclusive, and to combine one or more of such Units into one Unit at any time prior to submitting such phase to condominium ownership. If more than one Unit is concerned, the Sponsor shall apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned and the manner of sharing Common Expenses and Common Surplus. No such change shall increase the number of Units in any phase or change the percentage share of the Common Expenses, or Surplus or voting rights of any owner of a Unit in any phase previously submitted to condominium ownership. Such alteration may be made without the consent or joinder of the Association or any Unit Owner or the holder of any lien on any Unit or the Condominium Property.

4.10 Option Area. The Option Area shall remain the sole and exclusive property of the Sponsor and nothing contained herein shall give any Unit Owner or other person any rights therein nor create or impose any encumbrance thereon. The Sponsor may use the Option Area for such purposes as it deems advisable, including but not limited to the construction, operation and maintenance of a marina extending into the St. Johns River and related parking facilities, which Sponsor may make available to the general public but Sponsor shall have no obligation to use the Option Area for any specific purpose or to construct any improvements thereon. The Sponsor reserves the right, but shall have no obligation, to amend the Declaration at any time prior to the expiration of two years from the date of recordation of the Declaration to enlarge the Common Elements by submitting the Option Area, any portion thereof, or any interest therein to the terms of the Declaration; such amendment may be made by the Sponsor without the consent or joinder of any Unit Owner, the Association or any person holding a lien upon any Unit or the Condominium Property or any part thereof.

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

5.1 Common Elements.

(a) By the Association. The maintenance, repairs and operation of the Common Elements shall be the responsibility of the Association and the expenses associated therewith shall be designated a Common Expense, except as otherwise provided in paragraph 5.3(b) hereof.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than seventy-five (75%) percent

of the Units. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. The cost of such work shall not be assessed against an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

5.2 Recreation Area. The maintenance, repairs and operation of the Recreation Area shall be the responsibility of the Sponsor unless and until all five phases are submitted to condominium ownership and the Declaration is amended by the Sponsor to submit a 100% interest in the Recreation Area to the Declaration, at which time the Association shall assume such responsibility. So long as the Sponsor has the responsibility for maintenance, repairs and operation, the Association will reimburse the Sponsor for a pro rata share of the expenses incurred by the Sponsor in fulfilling its duties hereunder, such pro rata share to be equal to the following percentage of such expenses:

| | |
|---|---|
| (a) Until Phase II is submitted to condominium ownership | 20.347% |
| (b) After Phase II is submitted to condominium ownership | 47.959% |
| (c) After Phase III is submitted to condominium ownership | 67.600% |
| (d) After Phase IV is submitted to condominium ownership and until Phase V is submitted to condominium ownership. | 86.153% |

The amounts reimbursed by the Association to the Sponsor shall be a Common Expense.

Notwithstanding the duty of the Sponsor to maintain and repair the Recreation Area, the Sponsor shall not be liable for injury or damage (except its pro rata share of the cost of maintenance and repair of the Recreation Area) caused by any latent condition of the property to be maintained and repaired by the Sponsor, or caused by the elements, the Association, or any Unit Owner, his lessees, or his or their family members, guests, servants, invitees, contractors or other persons. The Association and the Unit Owners shall indemnify and save harmless the Sponsor from and against any and all loss, liability, claims, demands and expenses (including but not limited to reasonable attorney's fees) resulting from any act or omission of the Association, any Unit Owner, his lessees, or his or their family members, guests, servants, invitees or contractors.

5.3 Units.

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

(1) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which such facilities are contained.

Amended 4/30/92 re: Balconies, decks,

(3) All incidental damages caused to a Unit by such work.

(b) By the Unit Owner. The responsibility of the Unit Owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense everything within the boundaries of his Unit which is not required to be maintained by the Association pursuant to paragraph 5.3(a), and all of the following items: the paint, finish, cover, wall paper and decorations of all walls, floors and ceilings; all built-in shelves, cabinets, counters, storage areas and closets; all mechanical, ventilating, heating and air conditioning equipment serving the individual Unit (whether located within the boundaries of the Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduit located within and serving only the particular Unit; all interior and permitted exterior lights, bulbs and lighting fixtures serving the particular Unit; all electrical lines between the particular Unit and its individual service panel or meter, and all water and waste lines between the Unit and the point at which said lines connect with the main lines (whether located within the boundaries of the Unit or not); all interior doors, walls, partitions and room dividers; all furniture, furnishings and personal property contained within a Unit; all balconies, decks, patios, screened porches, screened or open courts, canopies and terraces; all exterior and interior windows and screening (whether located within the boundaries of the Unit or not); all such exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building containing the Unit.





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(2) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of paragraph 5.3, which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall not enclose, paint, decorate or make any other changes or alterations that would change the appearance of any portion of the exterior of the building nor make any changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other Units in such building and the approval of the Board. All alterations and improvements must be in compliance with all existing building codes. No alteration may cause an increase in any insurance premium to be paid by the Association.

(d) Right of Entry By Association; Failure of Unit Owner to Repair. An Agent of the Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect such Unit and, if needed, for the maintenance, repair or replacement of (i) any Common Elements; or (ii) any portion of a Unit which the Association has the responsibility of maintaining; or (iii) for making emergency repairs to items which the Unit Owner is responsible for maintaining but which must be made immediately to prevent damage to the Common Elements or to another Unit or Units; or (iv) any items which are the responsibility of the Unit Owner and which the Unit Owner, after reasonable notice, has failed to make. All costs of any repairs or maintenance described in subparagraphs (iii) and (iv) shall be assessed against the concerned Unit Owner as a special assessment and may be collected in the same manner as any other assessment herein provided for. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

6. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in Exhibit "D" under the column designated "I", but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. In the event Phase II is submitted to condominium ownership, each Unit's proportionate share of the Common Expenses and Common Surplus





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shall be as set forth in Exhibit "D" under the column designated "II", and likewise in the event Phases III, IV or V are submitted to condominium ownership, such proporationate shares shall be as set forth in Exhibit "D" under the columns designated "III", "IV" and "V" respectively.

6.2 Payments. Assessments and installments thereon must be paid on or before ten (10) days after the day when the same shall become due; all sums not so paid shall bear interest until paid at the rate of ten (10%) percent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board may declare the entire annual assessment as to that delinquent Unit Owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments and interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Duval County, Florida, a claim of lien stating the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an Institutional Mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former owner of such Unit which become due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Special Assessments. The Board may impose special or individual assessments on Unit Owners to meet expenses not anticipated to be incurred on a regular or annual basis or to cover the cost and expense of maintenance, repairs or replacements of a Unit for

which the Unit Owner is responsible as provided in paragraphs 5.3(d)(iii) and (iv).

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

7. Association. The operation of the Condominium Property shall be by The Alexandria Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

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

7.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "F".

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

7.4 Membership and Voting Rights. The members of the Association shall consist of all of the record owners of Units. 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 Exhibit "D" and paragraph 4.3. The manner of exercising such voting rights shall be determined by the Bylaws. 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. A vote may be exercised in person or by proxy.

8. Insurance. The insurance which shall be carried shall be governed by the following provisions:

8.1 Policies. All insurance policies shall be purchased by the Association and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Institutional Mortgagees. Such policies and endorsements shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

8.2 Coverage. The following coverage shall be obtained by the Association:

(a) The buildings and all other insurable improvements upon the Condominium Property and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and within the discretion of the Board, such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm, water damage and flood insurance where such coverage is available and economically feasible.

(b) Public liability and property damage in such amounts and such forms as shall be required by the Board, such as water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

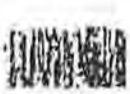
(c) Workmen's compensation insurance as required by law.

(d) All liability insurance shall contain cross liability endorsements to cover liabilities of the Association or Unit Owners as a group to an individual Unit Owner and of one Unit Owner against another.

8.3 Common Expense. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

8.4 Losses. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective Institutional Mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee which shall be designated from time to time by the Board. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to hold policies of insurance which are obtained by





the Association in accordance herewith, receive the proceeds thereof and to hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association, the Unit Owners and their respective Institutional Mortgagees, in the following shares (which shares need not be set forth upon the records of the Insurance Trustee):

(a) Common Elements. Proceeds on account of damage to Common Elements in the same proportion as the undivided shares in the Common Elements which are appurtenant to each of the Units.

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

(1) Partial destruction when the building is restored: for the Unit Owners of the damaged Units in proportion of the costs of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon such certification.

(2) Total destruction when one of the buildings is destroyed or is partially destroyed and is not to be restored: for all Unit Owners in such building, the share of each being determined by multiplying such proceeds by a fraction, the numerator of which is the undivided share in the Common Elements appurtenant to the Unit and the denominator of which is the total undivided share of the Common Elements appurtenant to all Units in such building.

(c) Endorsements. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interests may appear.

8.5 Distribution. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners after first paying or making provision for payment of the expenses of the Insurance Trustee in the following manner:

(a) Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the Association.

(b) No Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed first to any Institutional Mortgagee(s) having a lien on the Unit(s) affected to the extent of its interest. The proceeds shall then be applied to the clearing, grading and dressing up of the area where the unreconstructed

Unit(s) was located and any surplus paid to the Unit Owner(s). This is a covenant for the benefit of any Institutional Mortgagee and may be enforced by it.

(c) Certificate. In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

8.6 Reconstruction. If any part of the Common Elements or any Unit or Units, or part thereof, shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired unless such damage renders one-half or more of the Units untenantable and the owners of seventy-five (75%) percent or more of the Units vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after final adjustment. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications to be prepared by an architect selected by the Board. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the improvements on the Condominium Property were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

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

8.8 Association. Immediately after a casualty causing damage for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bond as the Board may desire. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.



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8.9 Disbursement. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against Unit Owners (which shall be deposited by the Association with the Insurance Trustee), shall be disbursed in payment of such costs in the following manner:

(a) Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be disbursed to such contractors, suppliers and personnel performing such reconstruction or repair work, in such amounts and at such times as the Unit Owner, with the approval of the Board, may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the Institutional Mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(b) Association. The balance of the construction fund shall be applied by the Insurance Trustee to the payment of the costs of reconstruction and repair and shall be paid to or for the account of the Association from time to time as the work progresses. The Insurance Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanics', materialmen's or similar lien upon such work, the Common Elements or any Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds (and assessments, if any) remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(c) Proceeds. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Association.

8.10 Adjustment. Each Unit Owner shall deemed to have delegated to the Board his right to adjust with



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insurance companies all losses under policies purchased by the Association subject to the rights of Institutional Mortgagees.

8.11 Institutional Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

8.12 Contents. Each Unit Owner shall be responsible for insuring the contents of his Unit which belong to him, any improvements made by him within his Unit and any portion of his Unit for which he has the responsibility of maintenance, repair and replacement as provided in this Declaration.

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

9.1 Signs. No Unit Owner or other resident of the Condominium Property shall post any signs, advertisements or posters of any kind in or on the Condominium Property except as authorized by the Board. This restriction shall not apply to signs utilized by the Sponsor, or its agents, in selling the Units.

9.2 Units. Each of the Units shall be occupied only by the individual owner, members of a family, their servants and non-paying social guests, as a residence and for no other purposes. This proivision shall not be construed to prevent the Sponsor from using any Unit for model, sales office or display purposes nor to prohibit the leasing of Units owned by the Sponsor, subject to the provisions of the condominium documents.

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

9.4 Laundry; Trash. No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be deposited in bins or chutes designated for such purposes, or otherwise in accordance with procedures adopted by the Board.

9.5 Pets. The maintenance, keeping, breeding, boarding and/or raising of animals, of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of orderly domestic pets such as dogs, cats and/or caged birds or others provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall





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not be permitted upon the Common Elements or Recreation Area unless accompanied by an adult and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet within his/ her Unit shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Sponsor and any managing agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. All pets shall be innoculated as required by law. The Board shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board, after affording the right to a hearing to the Unit Owner affected, shall have the exclusive authority to declare any pet a nuisance, and to limit the number of pets per Unit.

9.6 Nuisances. Unit Owners, residents and lessees shall use their reasonable efforts under the circumstances to avoid unreasonable disturbances or nuisances which would disturb other Unit Owners.

9.7 Antennas. No Unit Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae or other equipment, which protrudes through the walls or the roof of the building except as authorized by the Board.

9.8 Unlawful Use. No Unit or Common Elements or the Recreation Area may be used for any unlawful, immoral or improper purpose.

9.9 Storage. A Unit Owner shall not place or cause to be placed in the public stairways, walkways, alleyways or other Common Elements or upon the Recreation Area any bicycles, furniture, packages or objects of any kind. The public stairways, walkways and alleyways shall be used for no purpose other than for normal transit through them.

9.10 Insurance. No activity shall be done or maintained in any Unit or upon any Common Elements or the Recreation Area which will increase the rate of insurance on any Unit the Common Elements or the Recreation Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board.

9.11 Vehicles. Passenger automobiles shall be parked only in the area designated therefor. No trailer, truck, boat, camper, house trailer or similar types of vehicles shall be parked or stored except in such areas, if any, as may be designated by the Board by resolution or in the Regulations. No inoperable, unlicensed or abandoned motor vehicle of any type shall be parked or stored upon the Condominium Property, and no portion of the Condominium Property shall be used for the repair, overhaul, painting or work of a similar nature of any motor vehicle. Any such vehicle may be towed from the Condominium Property at the offending Unit Owner's risk and expense.

9.12 Leases. Units may be rented provided the occupancy is only by the lessee and the members of his family, servants and non-paying social guests, and further provided that the lease is for a term of six (6) months or longer. No rooms may be rented and no transients may be accommodated in a Unit. The restrictions

of this paragraph shall not apply to the Sponsor or any Institutional Mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or conveyance in lieu of foreclosure.

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

10. Proviso, Pending Completion. Until the Sponsor has completed all of the contemplated improvements on Phases I through V and the Recreation Area and closed the sales of all of the Units or until the expiration of three (3) years from the date of recording this Declaration, whichever occurs last, neither the Unit Owners nor the Association nor the use of the Condominium Property or Recreation Area shall interfere with the sale of the Units or the completion of any improvements in Phases I through V (regardless of whether or not Phases II through V or any one or more of such phases are submitted to condominium ownership) or the Recreation Area. Sponsor 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, the showing of the property, the display of signs and the leasing of Units.

11. Ownership of Common Elements and Association. The ownership of an undivided share in the Common Elements which is appurtenant to a Unit and any interest a Unit Owner may have in the Recreation Area cannot be separated from the Unit or conveyed or encumbered except with the Unit and a conveyance or encumbrance of a Unit shall pass the title to the Common Elements and any interest in the Recreation Area appurtenant to it whether or not separately described. The shares in the Common Elements and Recreation Area appurtenant to Units shall remain undivided, and no action for partition of the Common Elements or the Recreation Area shall lie. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as appurtenant to his Unit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration and the Bylaws and rules and regulations of the Association by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, contractors or agents, but only to the extent that such expense is



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not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit, or of the Common Elements or of the Limited Common Elements.

12.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, and said documents 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, provided no attorneys' fees may be recovered against the Association in any action.

12.4 No Waiver of Rights. The failure of the Sponsor, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Disclaimers.

13.1 Representations. No representation, warranty or commitment has been made by the Sponsor or any other party in its behalf to any Unit Owner, either prior to or subsequent to the purchase of his Unit with respect to the time of construction, location, nature and extent of any facilities or other amenities within the Condominium Property or any land owned by Sponsor lying adjacent thereto.

13.2 Warranty. The Sponsor specifically disclaims any intent to have made any warranty or representation in connection with the Units, the Condominium Property, the Recreation Area, or the condominium documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are hereby agreed to be reasonably accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The Sponsor has constructed or will construct the buildings and improvements substantially in accordance with Exhibit "B" and those plans and specifications on file with the architect responsible for the design of the improvements and it is hereby agreed that this is the full extent of the Sponsor's liability and responsibility except as otherwise specifically provided by the Condominium Act or the condominium documents. Guaranties obtained and warranties obtained from the manufacturers of all appliances and equipment as specified by said manufacturers and subcontractors, may be enforced by either the Association or the Unit Owner. The foregoing warranty is expressly in lieu of all other warranties, express or implied by law or otherwise, and no warranty of merchantibility or fitness of any fixtures, equipment, applicances, personal property, and real property and improvements thereon is made by Sponsor.

14. Amendment.

14.1 By Sponsor. An amendment to this Declaration

made by the Sponsor shall be evidenced by a certificate setting forth such amendment executed by the Sponsor with the formalities of a deed (including recording data identifying this Declaration) and shall become effective when such certificate is recorded according to law. In addition to other provisions contained in this Declaration relating to amendments by the Sponsor, as long as the Sponsor owns ten (10) or more Units the Sponsor may amend this Declaration for any purpose including, but not limited to, an amendment which will change a Unit or the Common Elements in a material fashion, materially alter or modify the appurtenances to a Unit or the Common Elements, or change the proportion or percentage by which one or more Unit Owners share the Common Expense and own the Common Surplus, and such amendment shall be effective without the joinder of any Unit Owners or the Association or the joinder of any record owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage to an Institutional Mortgagee or change the size or dimensions of any Unit not owned by the Sponsor.

14.2 By Unit Owners. An amendment to this Declaration made by Unit Owners shall be evidenced by: (a) a certificate setting forth such amendment executed by the appropriate officers of the Association, with the formalities of a deed (including the recording data identifying this Declaration); and (b) an affidavit (to be attached to the certificate) executed by the appropriate officers of the Association certifying that the owners of seventy-five percent (75%) or more of the Units voted in favor of the amendment. Such amendment shall become effective when it is recorded according to law. No amendment shall be adopted or become effective which adversely affects the lien or priority of any previously recorded mortgage to an Institutional Mortgagee. An amendment made by Unit Owners need not be executed by the Unit Owners. This Declaration shall not be amended without the approval of the Sponsor and without the joinder of the Sponsor in the certificate referred to in (a) above if any of the following conditions exist: (i) the Sponsor owns ten (10) or more Units; or (ii) such amendment purports to modify, restrict, limit or otherwise affect any right of the Sponsor hereunder, including without limitation, the rights of Sponsor to amend this Declaration unilaterally as set forth heretofore and any other rights of Sponsor hereunder.

14.3 By Association. Whenever it shall appear that there is an error or omission in the Declaration, and the Sponsor owns less than ten (10) Units thereby having no power to unilaterally amend this Declaration as provided in paragraph 14.1, then the Board may correct such error or omission by resolution adopted by a majority vote of the Board at any duly called meeting thereof. Such amendment shall become effective when it is recorded according to law.

15. Termination.

15.1 Unit Owner. This Declaration may be terminated in the manner provided for in Chapter 718, Florida Statutes (the "Condominium Act"). Notwithstanding any amendments to the Condominium Act, however, a vote of one hundred (100%) percent of the Unit Owners shall be

required to terminate this Declaration; provided, however, if an election is made not to reconstruct after damage in accordance with paragraph 8.6, then this Declaration may be terminated by a vote of persons who own seventy-five (75%) percent or more of the Units.

15.2 General. Upon termination of the condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the public records of Duval County, Florida.

15.3 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

16. Additional Rights of Institutional Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional Mortgagee who makes a request in writing to the Association for the items provided in this paragraph shall have the following rights:

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

16.2 Notice of Meetings. To be given notice by the Association of the call of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Association, which notice shall state the nature of the amendment being proposed.

16.3 Notice of Defaults. To be given written notice of any default of any owner of a Unit encumbered by a mortgage held by such Institutional Mortgagee in the performance of such mortgagor's obligations under the Declaration, Articles, Bylaws or Regulations which is not cured within thirty (30) days. Such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee, or to the place which it or they may designate in writing to the Association from time to time.

16.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional Mortgagee be given any notice of cancellation provided for in such policy.

16.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association during normal business hours.

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

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

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof and interest therein, and every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium this 15th day of August, 1979.

Signed, sealed and delivered in the presence of:

DAVID CLARK & ASSOCIATES, INC.

John J Benson
Witness

By D M LaFave
Its Vice President

Linda J Campbell
Witness

XXXXXXX
XXXX

STATE OF FLORIDA )
)
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 15th day of August, 1979, by D. M. LaFAVE, the VICE-PRESIDENT XXXX, XXXX of DAVID CLARK & ASSOCIATES, INC., a corporation, on behalf of the Corporation.

Lois M. Clyse
Notary Public, State of Florida at Large.

My Commission Expires: 3/25/83

(Notarial Seal)

EXHIBIT "A-1"

THE ALEXANDRIA, A CONDOMINIUM

PHASE I

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 North 89° 56' 06" West along the Southerly right of way line of said Cedar Street, 265.0 feet to the POINT OF BEGINNING; thence South 30° 03' 54" West, 35.69 feet; thence South 30° 00' East, 118.86 feet; thence South 60° 00' West, 46.03 feet; thence North 30° 00' West, 65.0 feet; thence South 60° 00' West, 134.0 feet; thence North 30° 00' West, 160.0 feet; thence North 60° 00' East, 58.38 feet to the Southerly right of way line of said Cedar Street; thence South 89° 56' 06" East along the Southerly right of way line of said Cedar Street, 176.3 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 Le Baron Avenue to the waters of the St. Johns River, which Sponsor specifically reserves for the benefit of itself, its successors and assigns.

Subject to that certain easement to the Jacksonville Electric Authority recorded in Official Records Volume 4919, Page 862, current public records of Duval County, Florida.

EXHIBIT "A-2"

THE ALEXANDRIA, A CONDOMINIUM

PHASE II

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 Coutny, Florida, and being more particularly described as follows:

Commence for a POINT OF BEGINNING 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 said Westerly right of way line, 206.0 feet; thence North 89° 46' 36" West, 25.99 feet; thence South 60° 00' West, 84.13 feet; thence North 30° 00' West, 32.0 feet; thence South 60' 00° West, 50.0 feet; thence North 30° 00' West, 55.0 feet; thence North 60° 00' East, 135.97 feet; thence North 30° 00' West, 74 feet; thence South 60° 00' West, 135.97 feet; thence North 30° 00' West, 118.86 feet; thence North 30° 03' 54" East, 35.69 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, 265.0 feet to the POINT OF BEGINNING.

EXHIBIT "A-3"

THE ALEXANDRIA, A CONDOMINIUM

PHASE III

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 said Westerly right of way line, 206.0 feet; thence North 89° 46' 36" West, 25.99 feet; thence South 60° 00' West, 54.13 feet to the POINT OF BEGINNING; thence South 30° 00' East, 30.0 feet; thence South 60° 00' West, 80.0 feet; thence South 30° 00' East, 51.0 feet; thence South 60° 00' West, 128.0 feet; thence South 30° 00' East, 54.0 feet; thence South 60° 00' West, 52.0 feet; thence North 30° 00" West, 157.0 feet; thence North 60° 00' East, 134.0 feet; thence North 30° 00' West, 65.0 feet; thence North 60° 00' East, 46.03 feet; thence South 30° 00' East, 55.0 feet; thence North 60° 00' East, 50.0 feet; thence South 30° 00' East, 32.0 feet; thence North 60° 00' East, 30.0 feet to the POINT OF BEGINNING.

EXHIBIT "A-4"

THE ALEXANDRIA, A CONDOMINIUM

PHASE IV

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 said Westerly right of way line, 206.0 feet to the POINT OF BEGINNING; thence continue South 0° 13' 24" West along said Westerly right of way line, 334.0 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, 194.67 feet; thence North 30° 00' West, 69.16 feet; thence North 60° 00" East, 52.0 feet; thence North 30° 00' West, 54.0 feet; thence North 60° 00' East, 178.0 feet; thence North 30° 00' West, 51.0 feet; thence North 60° 00' East, 30.0 feet; thence North 30° 00' West, 30.0 feet; thence North 60° 00' East, 54.13 feet; thence South 89° 46' 36" East, 25.99 feet to the POINT OF BEGINNING.

EXHIBIT "A-5"

THE ALEXANDRIA, A CONDOMINIUM

PHASE V

A parcel of land being a part of Lots 5 and 9 and all of Lots 6, 7 and 8, Block 1, PHILLIPS ADDITION TO PALM PARK, recorded in Plat Book 8, Page 3, of the current public records of Duval County, Florida, and being more particularly described as follows:

Commence for a POINT OF BEGINNING at the intersection of the Westerly right of way of LeBaron Avenue (as now established) with the Northerly right of way line of Cedar Street (as now established); thence North 89°56' 06" West along said Northerly right of way line, 63.74 feet; thence North 0°13'24" East, 60 feet to the Southerly line of said line of said Lot 8; thence North 89°56'06" West along said Southerly line, 130 feet to the face of a concrete bulkhead and the Mean High Water Line of the St. Johns River; thence North 0°13'24" West along the face of said bulkhead, 201.79 feet; thence South 89°56'06" East, 159.0 feet to the Westerly right of way line of said LeBaron Avenue; thence South 0°13' 24" West along said Westerly right of way line, 124.7 feet to the point of curve of a curve to the left, having a radius of 280 feet; thence along the arc of said curve and along said right of way line, an arc distance of 143.04 feet to the POINT OF BEGINNING.

EXHIBIT "A-6"

THE ALEXANDRIA, A CONDOMINIUM

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.

PARCEL R-4

A parcel of land being the Northerly one half of LaSalle Street (a 60-foot R/W as now established) lying between Palm Avenue, as now established, and the waters of the St. Johns River, and being more particularly described as follows:

Commence for a POINT OF BEGINNING at the intersection of the Westerly right of way line of said Palm Avenue with the Northerly right of way line of said LaSalle Street; thence South 0°13'24" West along the extension of said Westerly right of way line 30.0 feet to the centerline of said LaSalle Street; thence North 89°56' 06" West along said centerline, 189.37 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, 34.66 feet to the Northerly right of way line of said LaSalle Street; thence South 89°56'06" East along said Northerly right of way line, 206.82 feet to the POINT OF BEGINNING.

EXHIBIT "A-7"

THE ALEXANDRIA, A CONDOMINIUM

PARCEL R-3

A parcel of land being a part of Lot 9, Block 1, PHILLIPS ADDITION TO PALM PARK, recorded in Plat Book 8, Page 3, of the current public records of Duval County, Florida, and a part of Cedar Street (as now established) all being more particularly described as follows:

Commence for a POINT OF BEGINNING at the intersection of the Northerly right of way of said Cedar Street with the Westerly right of way line of Lebaron Avenue (as now established), said point lying on a curve concave Easterly and having a radius of 280 feet; thence South 32°18'15" East, 71.04 feet to a point on the Southerly right of way line of said Cedar Street; thence North 89°56'06" West along said Southerly right of way line, 165 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, 132.99 feet to an angle point in said bulkhead; thence North 0°13'24" East along the face of said bulkhead, 4.91 feet to the Northerly line of said Lot 9; thence South 89°56'06" East along the Northerly line of said Lot 9, a distance of 130 feet; thence South 0°13'24" West, 60 feet to the Northerly right of way line of said Cedar Street; thence South 89°56' 06" East along the Northerly right of way line of said Cedar Street, 63.74 feet to the POINT OF BEGINNING.

Together with any and all right, title and interest of sponsor (as the owner of the land described on Exhibit "A-1" and the land described as Parcel R-2 on Exhibit "A-6") in and to any land lying within that portion of the right of way of Cedar Street extending from the Westerly right of way line of LeBaron Avenue to the waters of the St. Johns River.

EXHIBIT "B"

VOL 4947 PG 845
OFFICIAL RECORDS

PHASE V

| BUILDING | FLOOR | ELEVATION |
|---|---|---|
| A | 1ST | 4.32 |
| | 2ND | 11.64 |
| | 3RD | 12.94 |
| B | 1ST | 5.31 |
| | 2ND | 14.0 |
| | 3RD | 23.31 |
| C | 1ST | 5.69 |
| | 2ND | 15.0 |
| | 3RD | 24.94 |
| D | 1ST | 5.81 |
| | 2ND | 15.0 |
| | 3RD | 24.94 |
| E | 1ST | 5.84 |
| | 2ND | 15.0 |
| | 3RD | 24.94 |

ST JOHNS RIVER

AREA MAP
THE
ALEXANDRIA
A CONDOMINIUM
JACKSONVILLE, FLORIDA

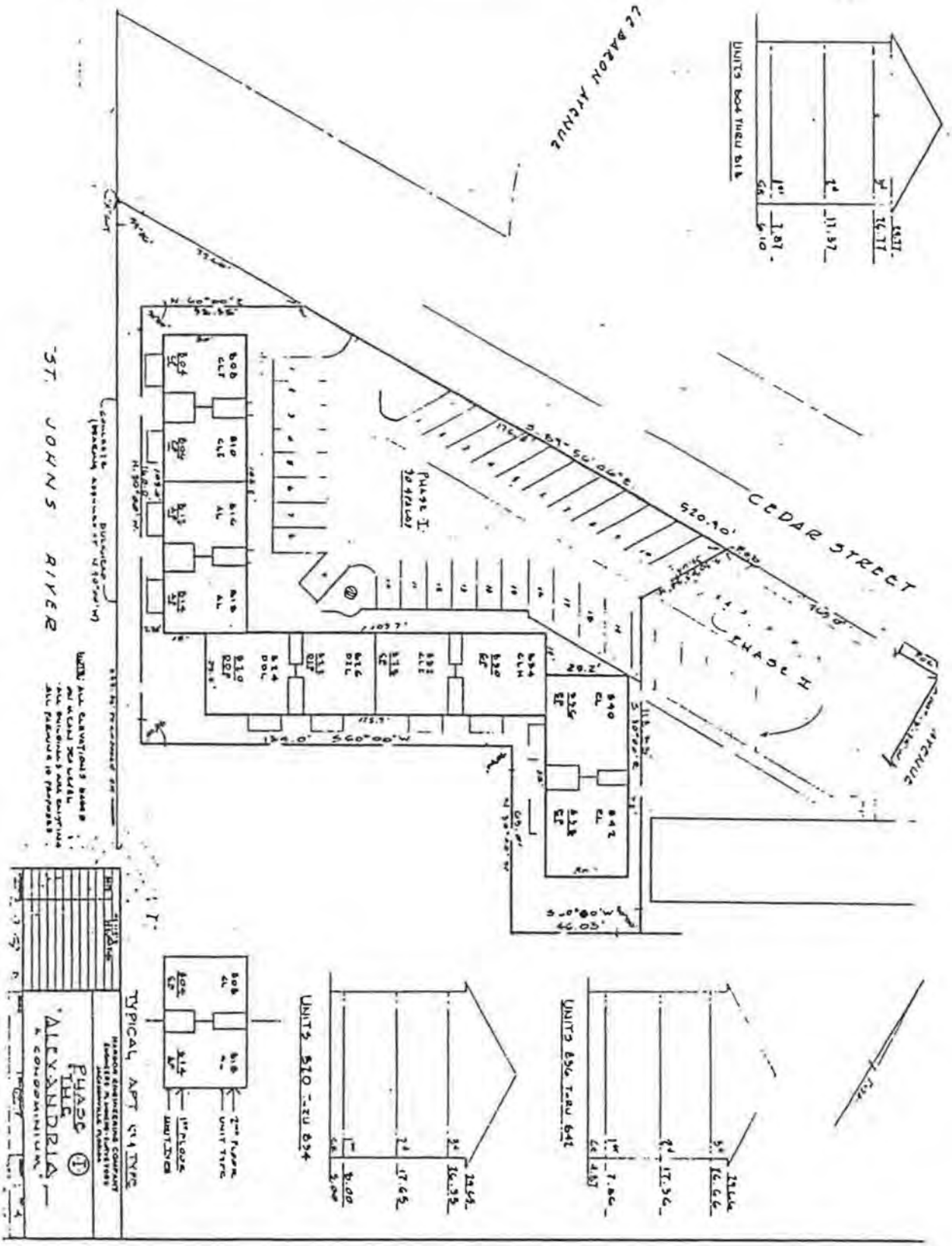
HARBOR ENGINEERING COMPANY
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
JACKSONVILLE, FLORIDA

DATE
REVISIONS



4

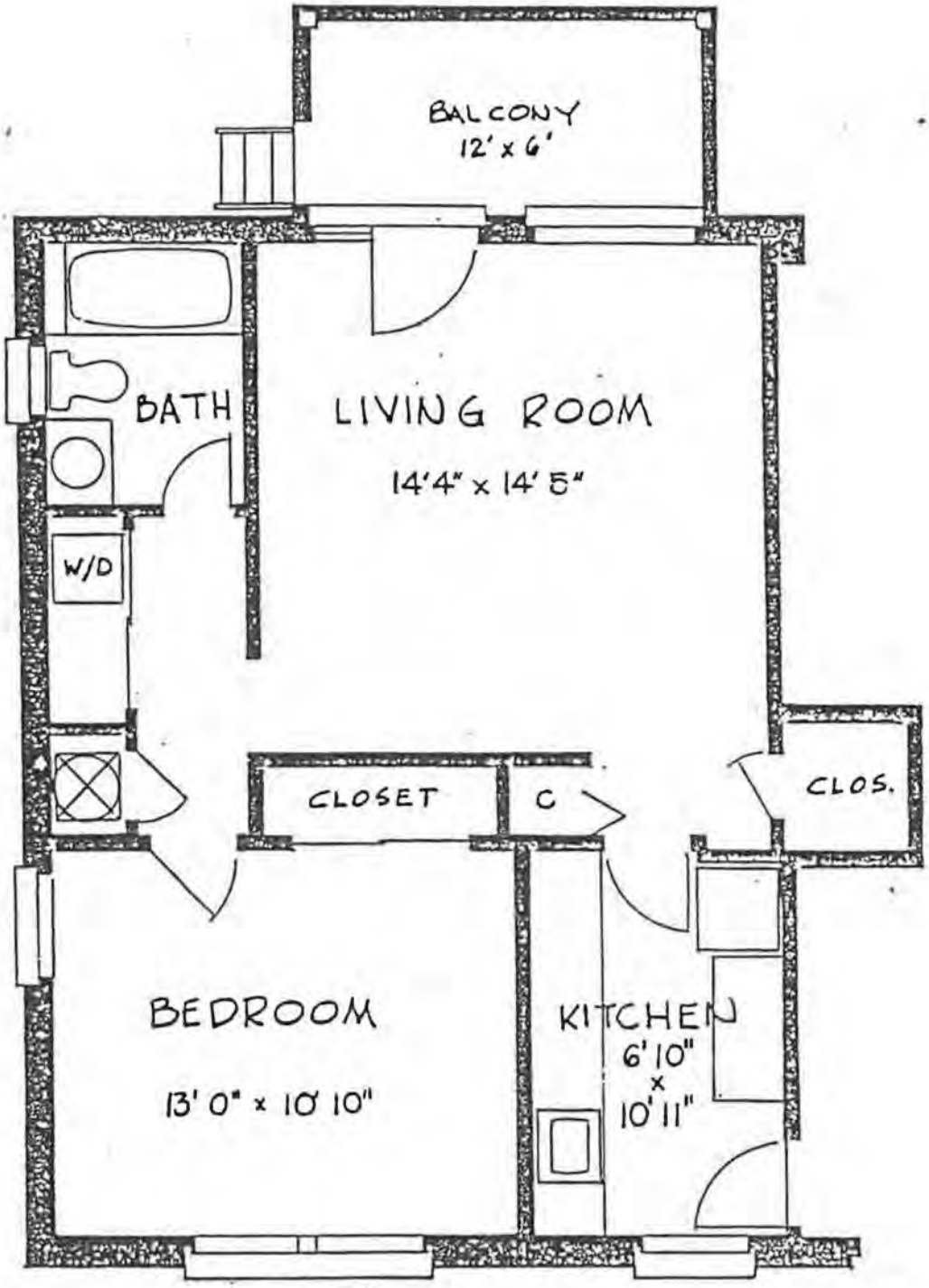
EXHIBIT "B"


CEDAR STREET
ST. JOHNS RIVER
PHASE I
PHASE II
THE ALEXANDRIA
A CONDOMINIUM
TYPICAL APT 914 TYPE
UNITS 810 THRU 834
UNITS 836 THRU 842
UNITS 808 THRU 810



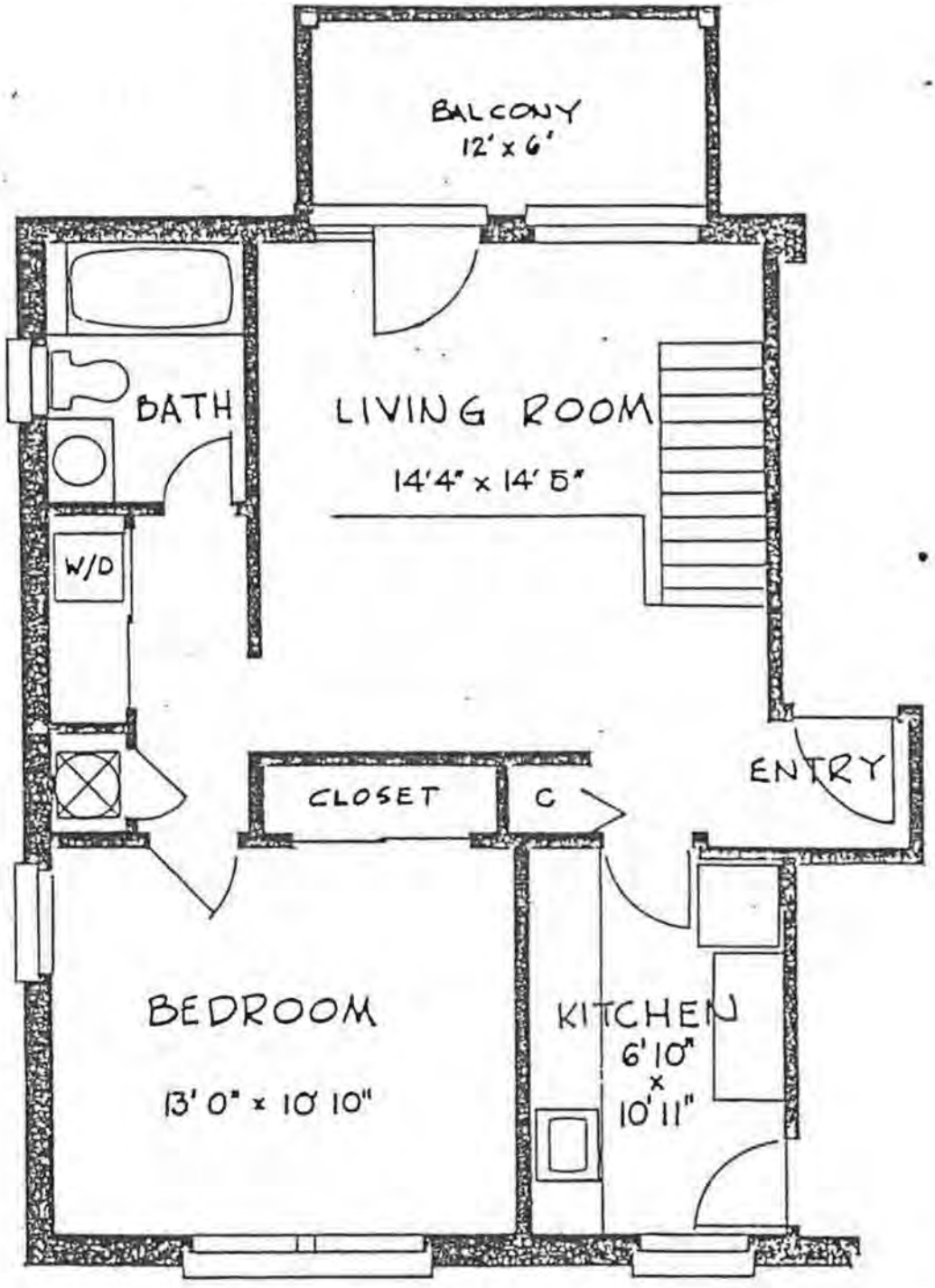
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EXHIBIT B




FLOOR PLAN "AF"

EXHIBIT B

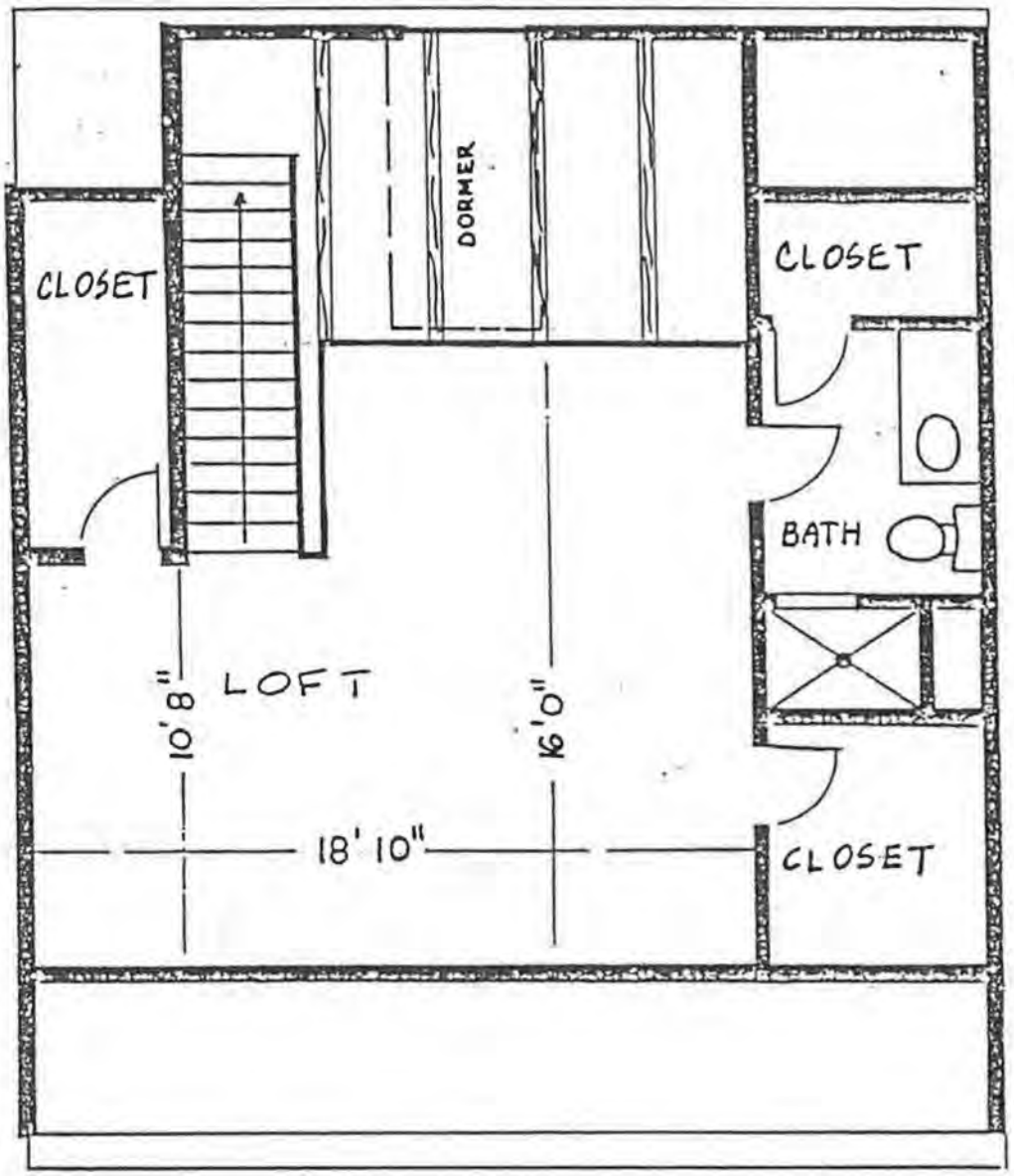



FLOOR PLAN "AL"



4

EXHIBIT B

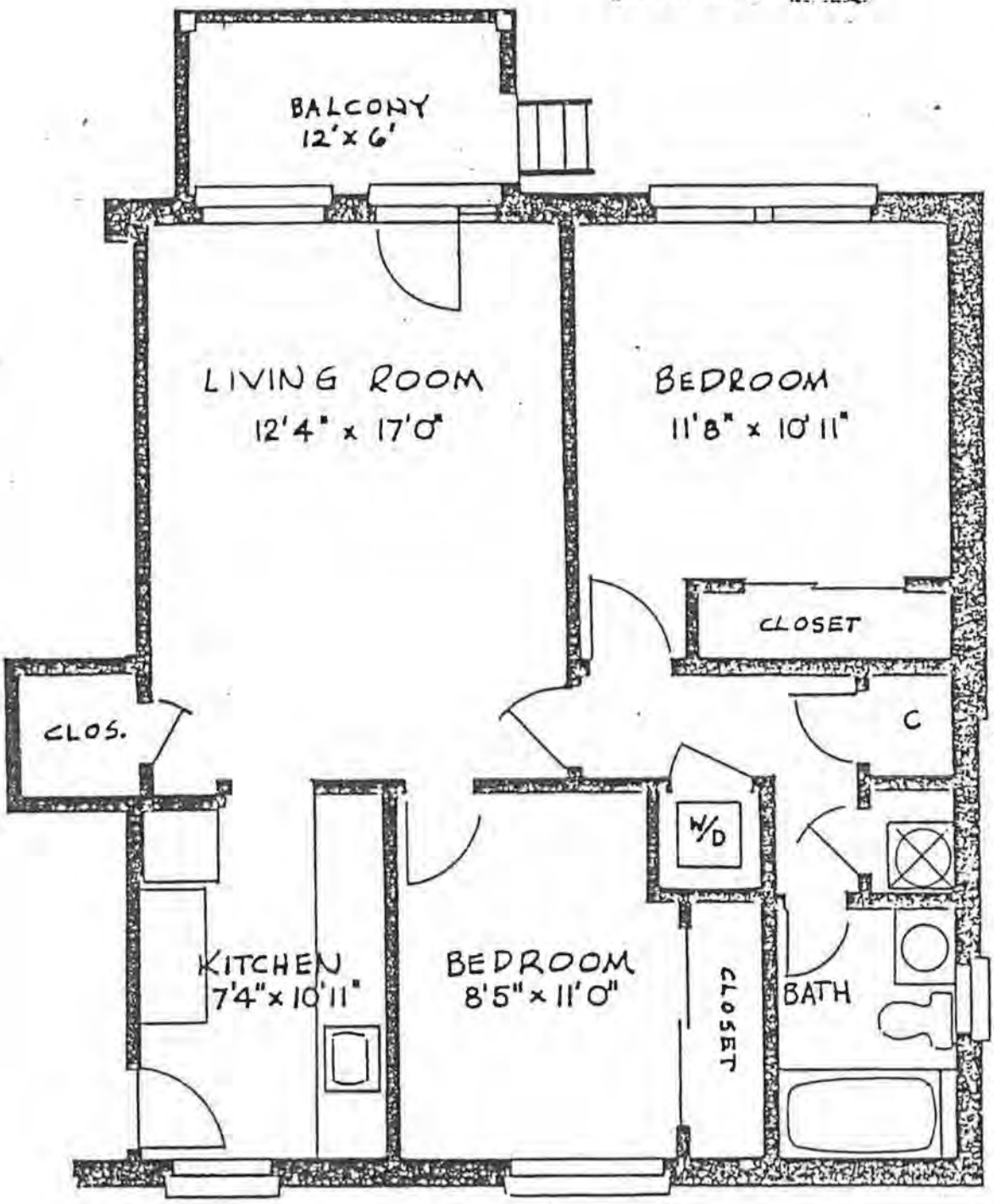



FLOOR PLAN "AL"



[redacted] 4

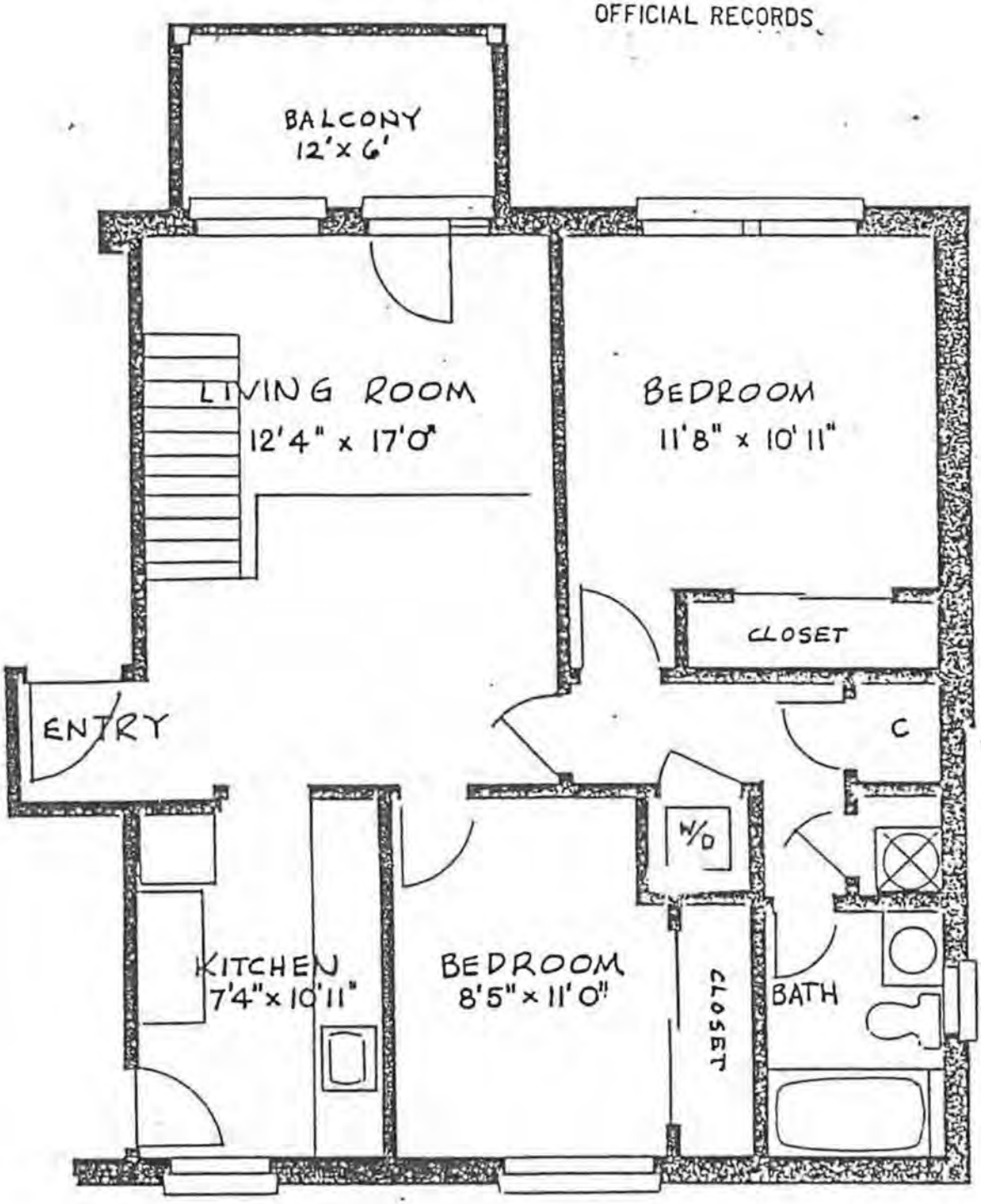
VOL 4947 PG 850
OFFICIAL RECORDS




FLOOR PLAN "CF"

EXHIBIT B

VOL 4947 PG 851
OFFICIAL RECORDS

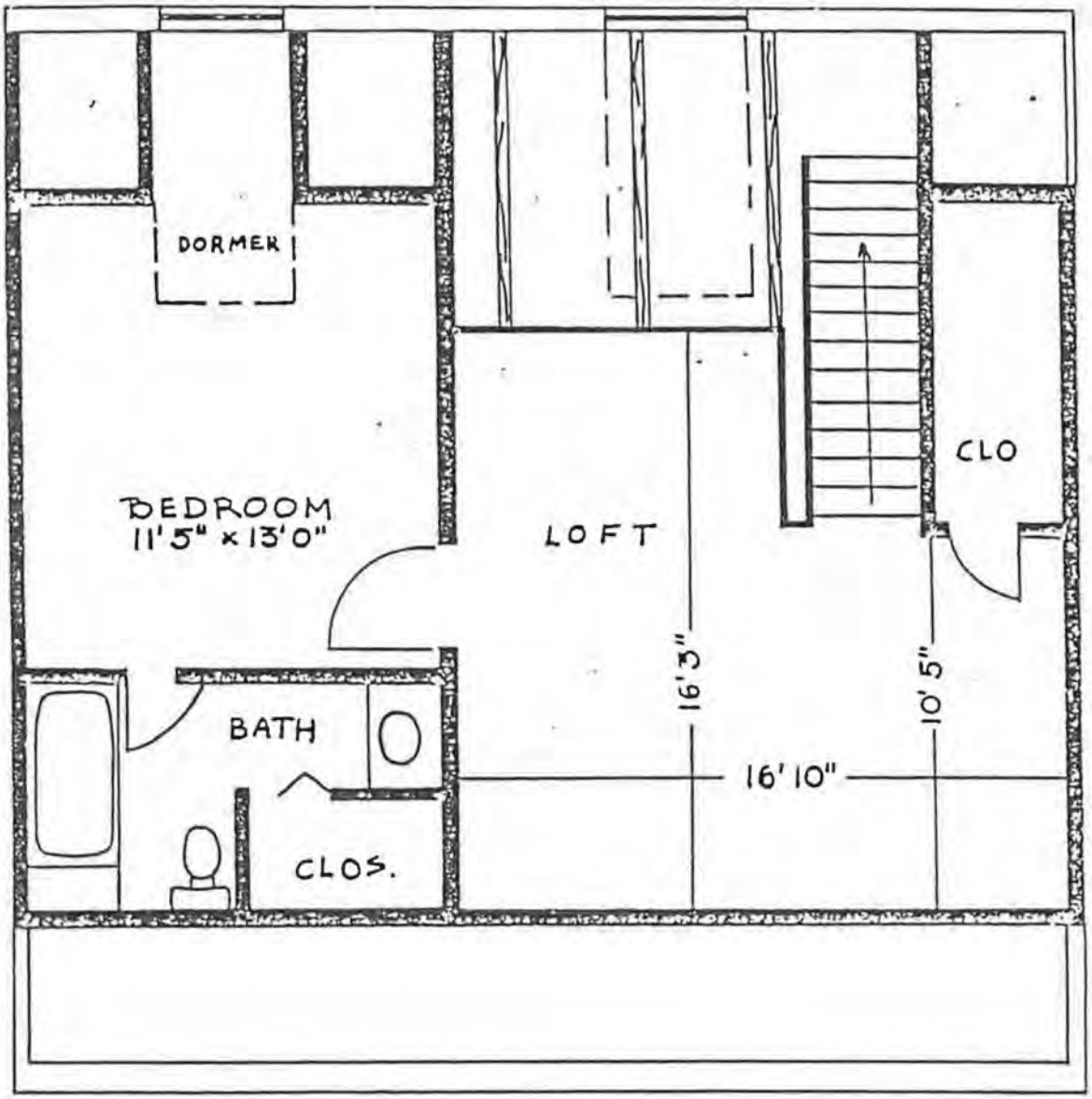



FLOOR PLAN "CLI"



4

EXHIBIT B

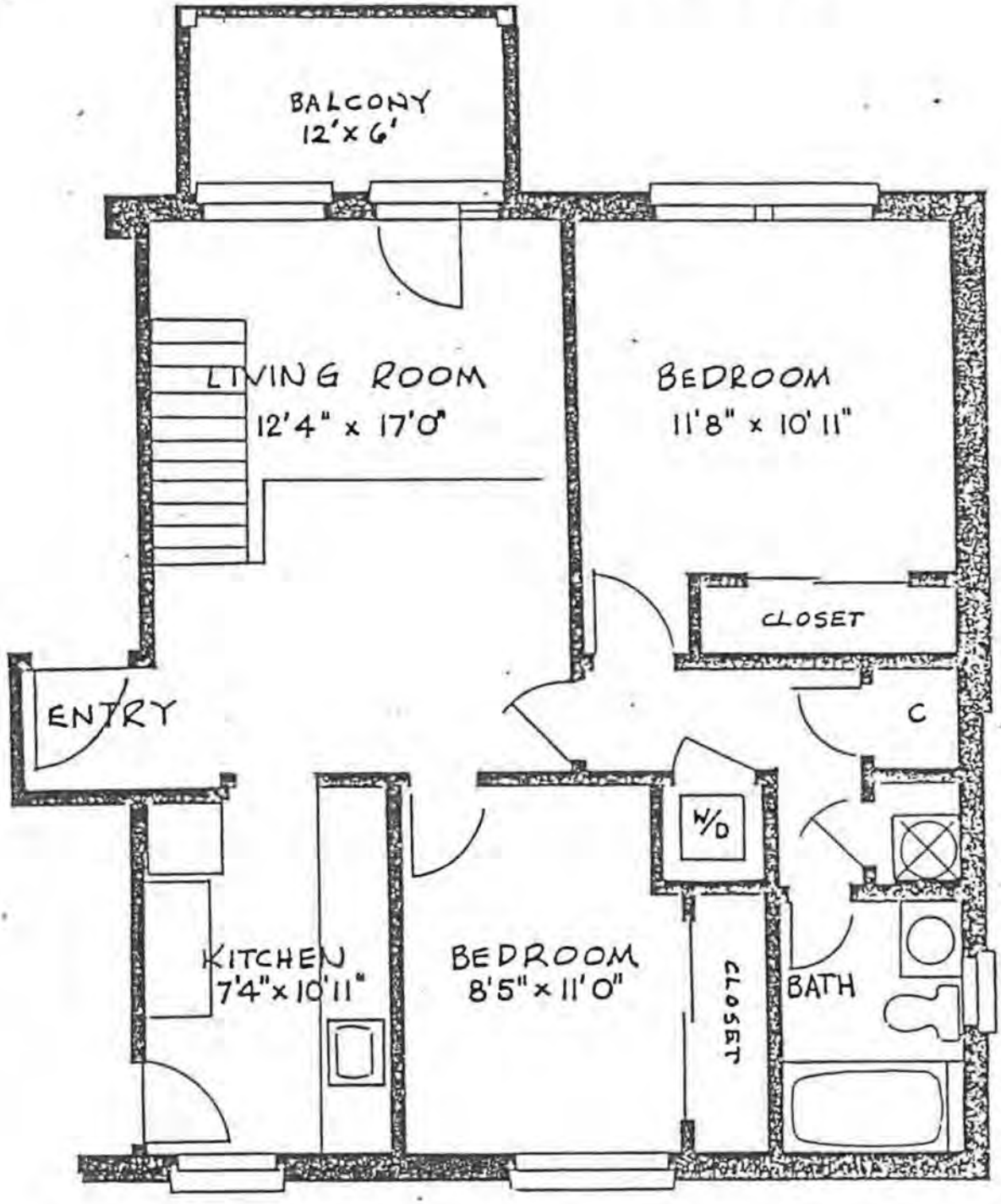



FLOOR PLAN "CLI"



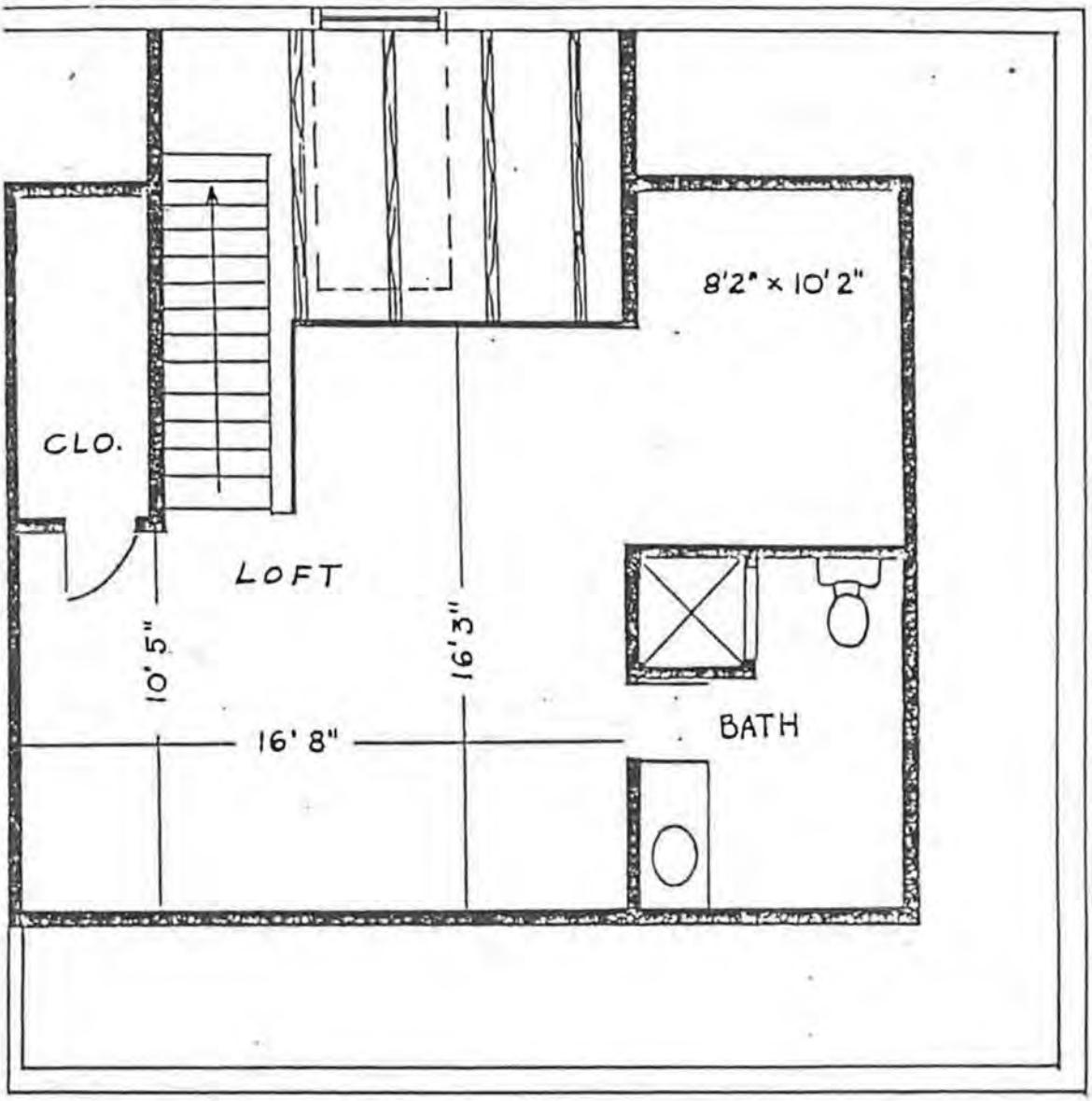
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EXHIBIT B




FLOOR PLAN "CLH"

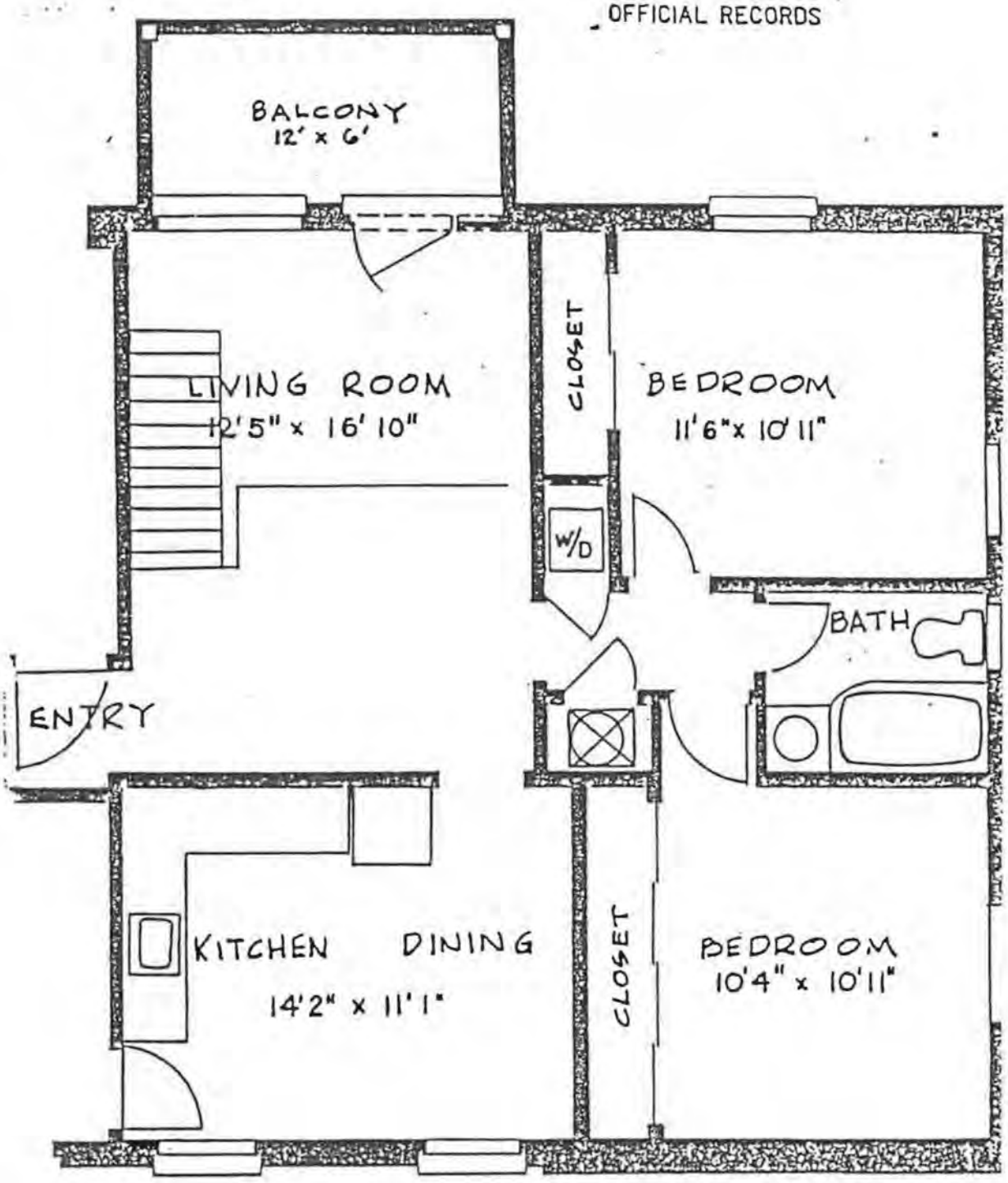
EXHIBIT B




FLOOR PLAN "CLH"

EXHIBIT B

VOL 4947 PG 855
OFFICIAL RECORDS

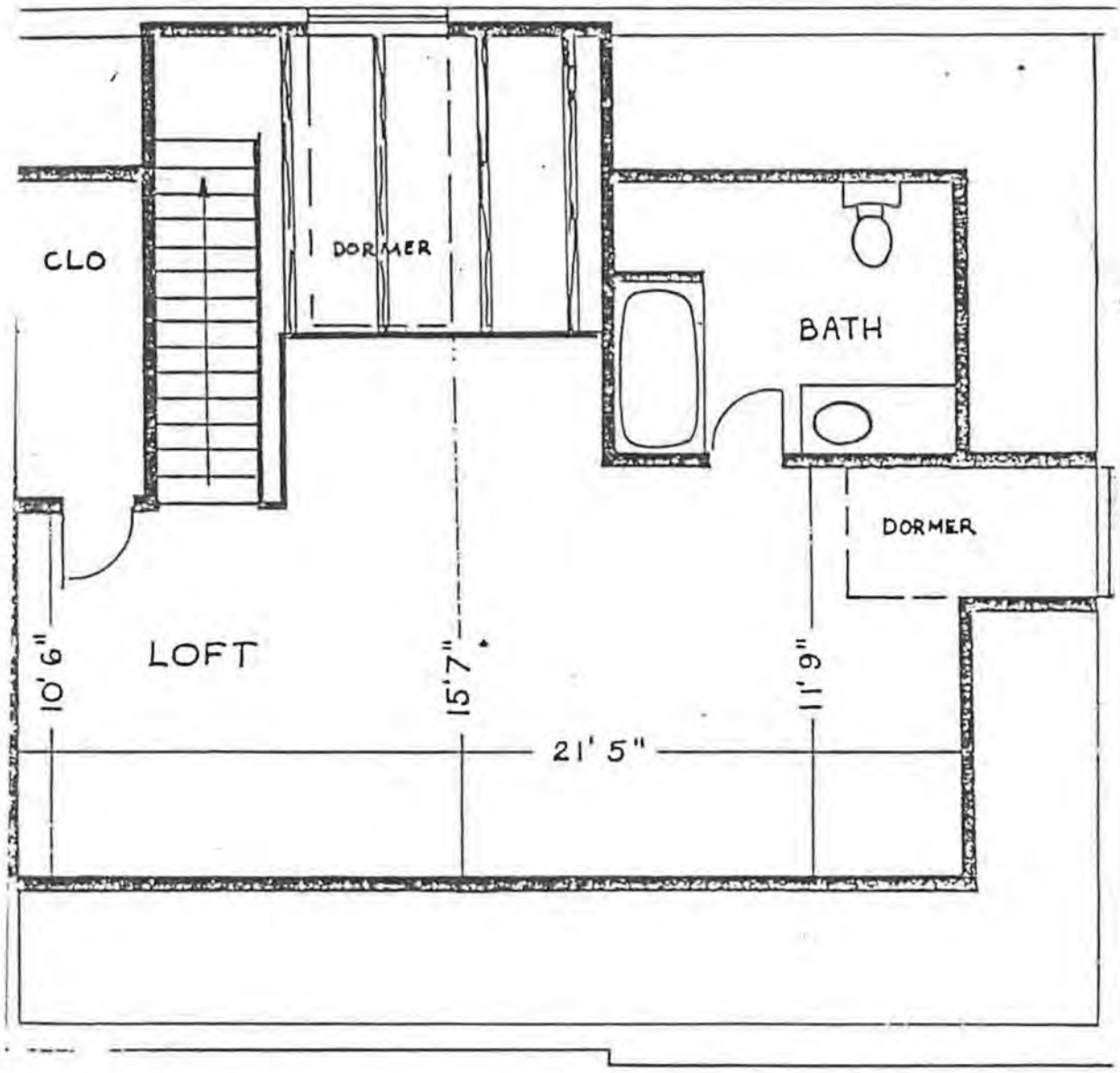



FLOOR PLAN "DDL"



4

EXHIBIT B

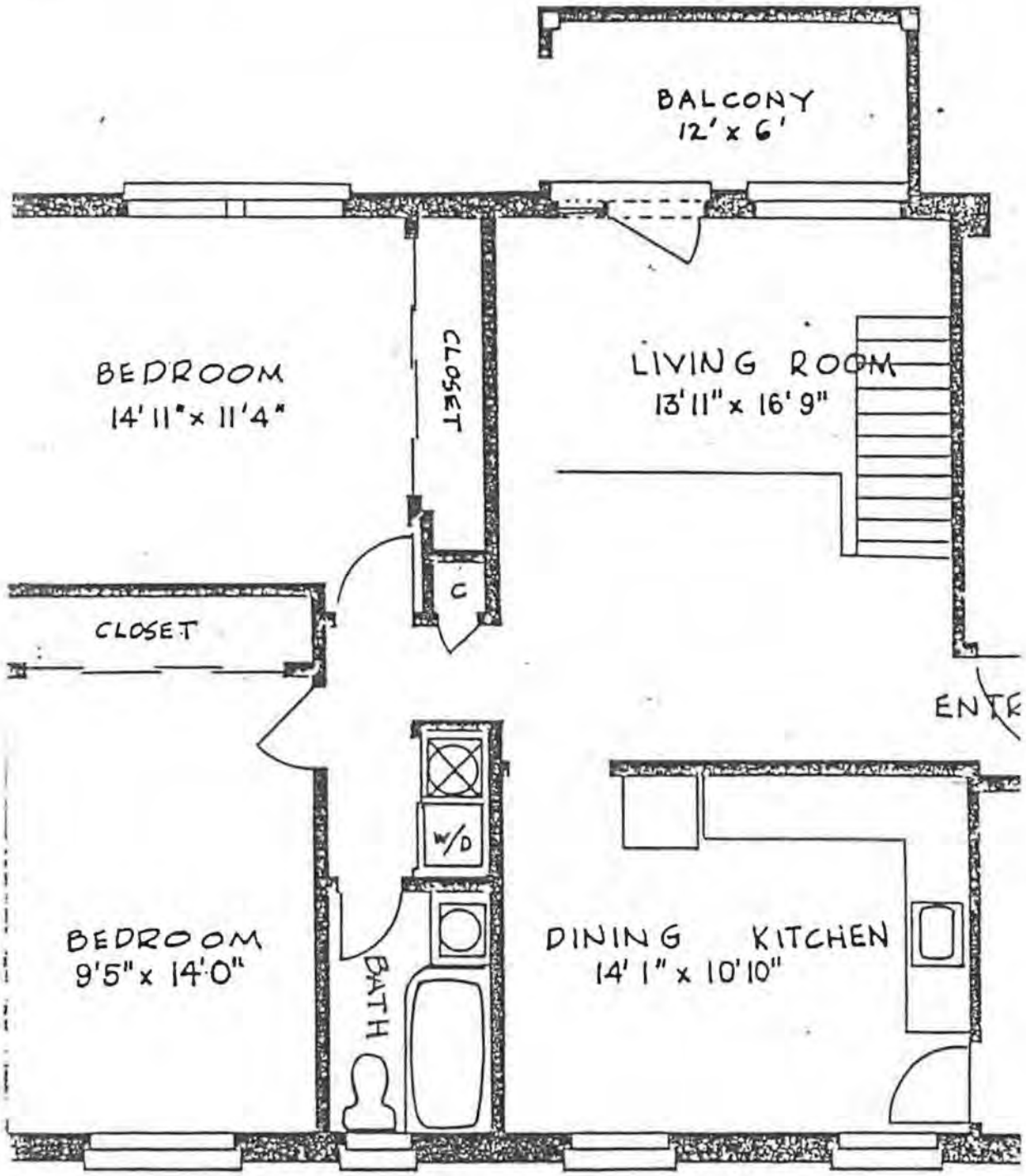



FLOOR PLAN "DDL"



4

EXHIBIT B

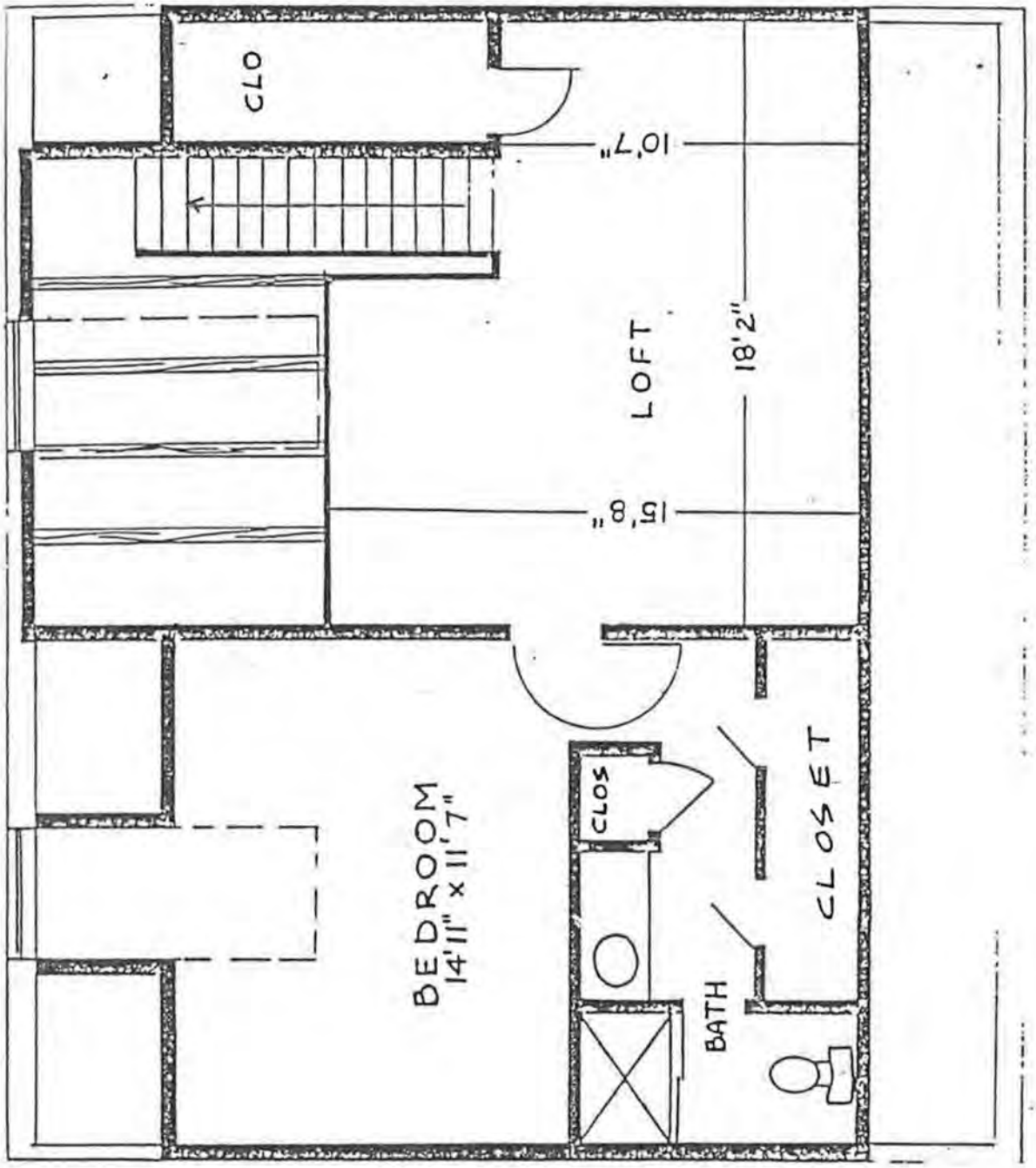



FLOOR PLAN "DIL"



4

EXHIBIT B



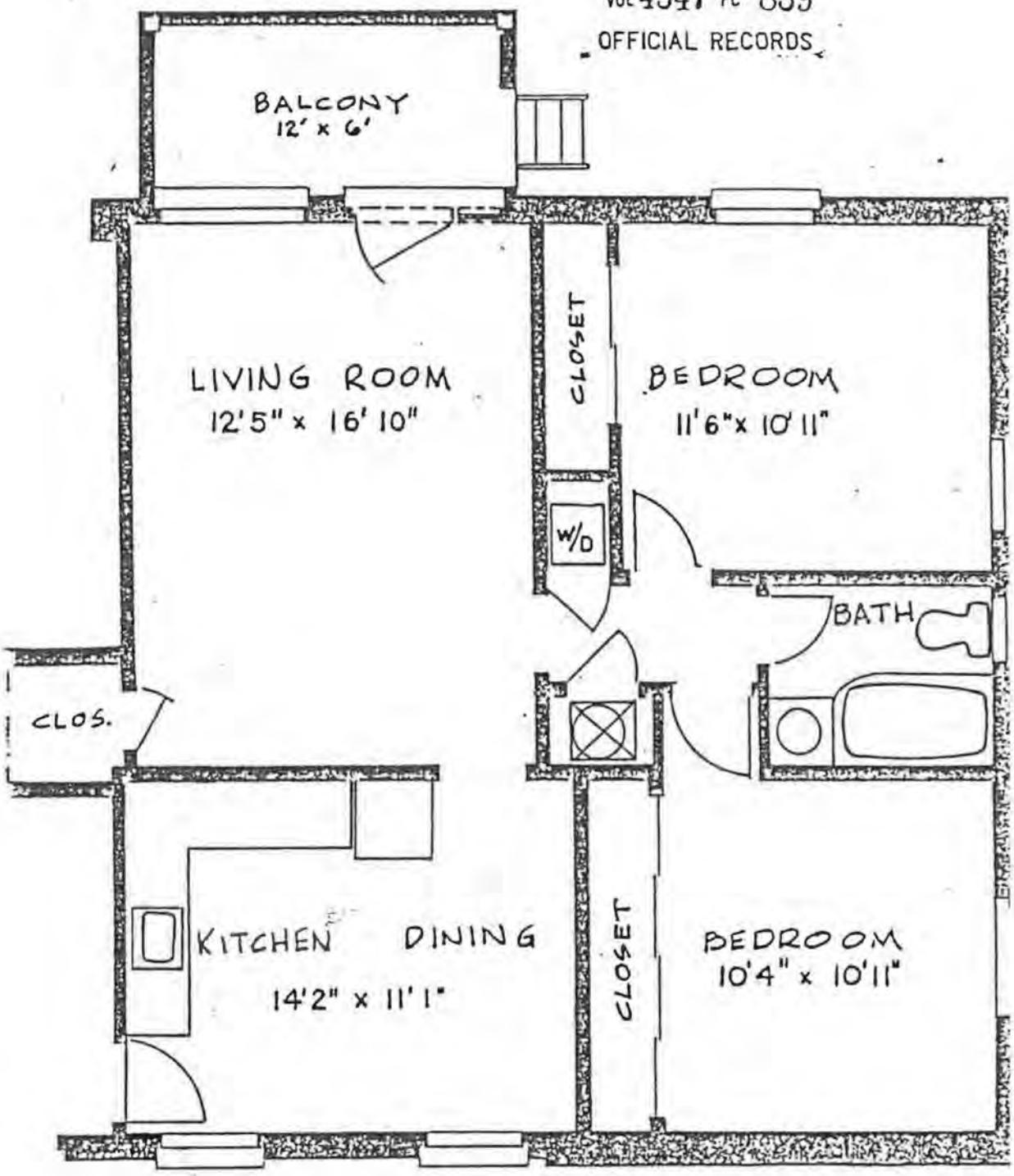

FLOOR PLAN "DIL"



4

EXHIBIT B

VOL 4947 PG 859
OFFICIAL RECORDS

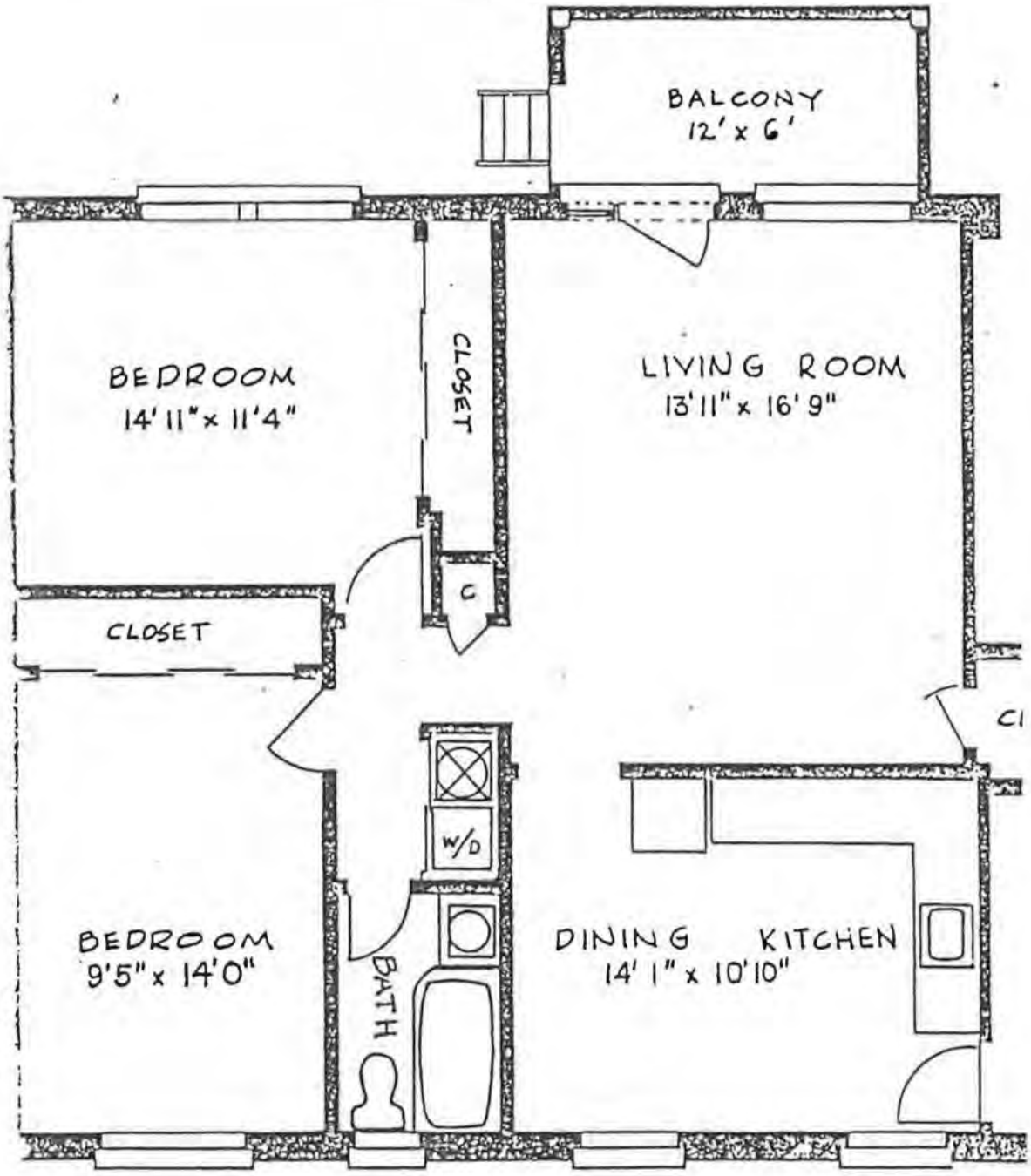



FLOOR PLAN "DDF"



4

EXHIBIT B

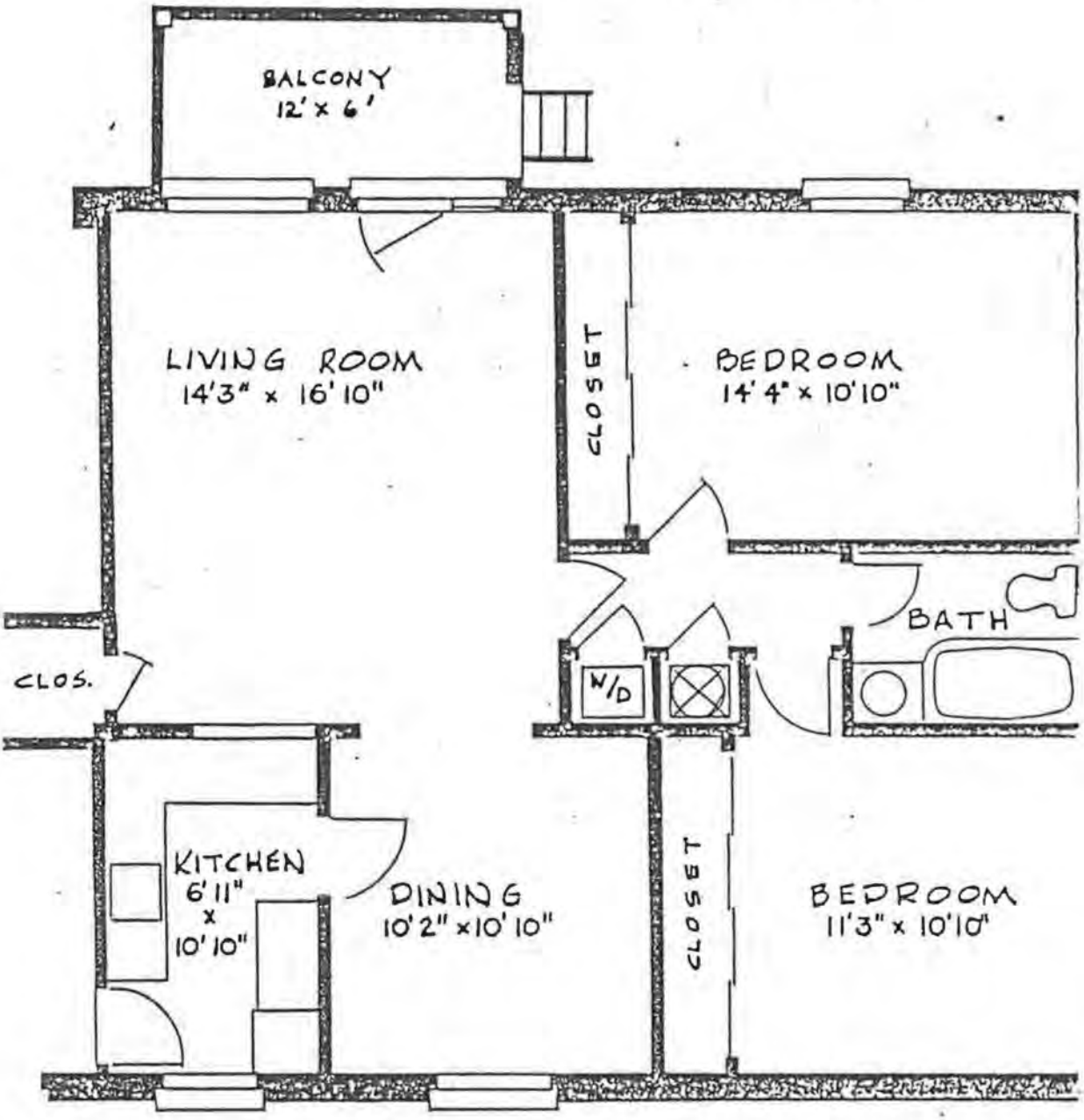



FLOOR PLAN "DIF"



4

EXHIBIT B

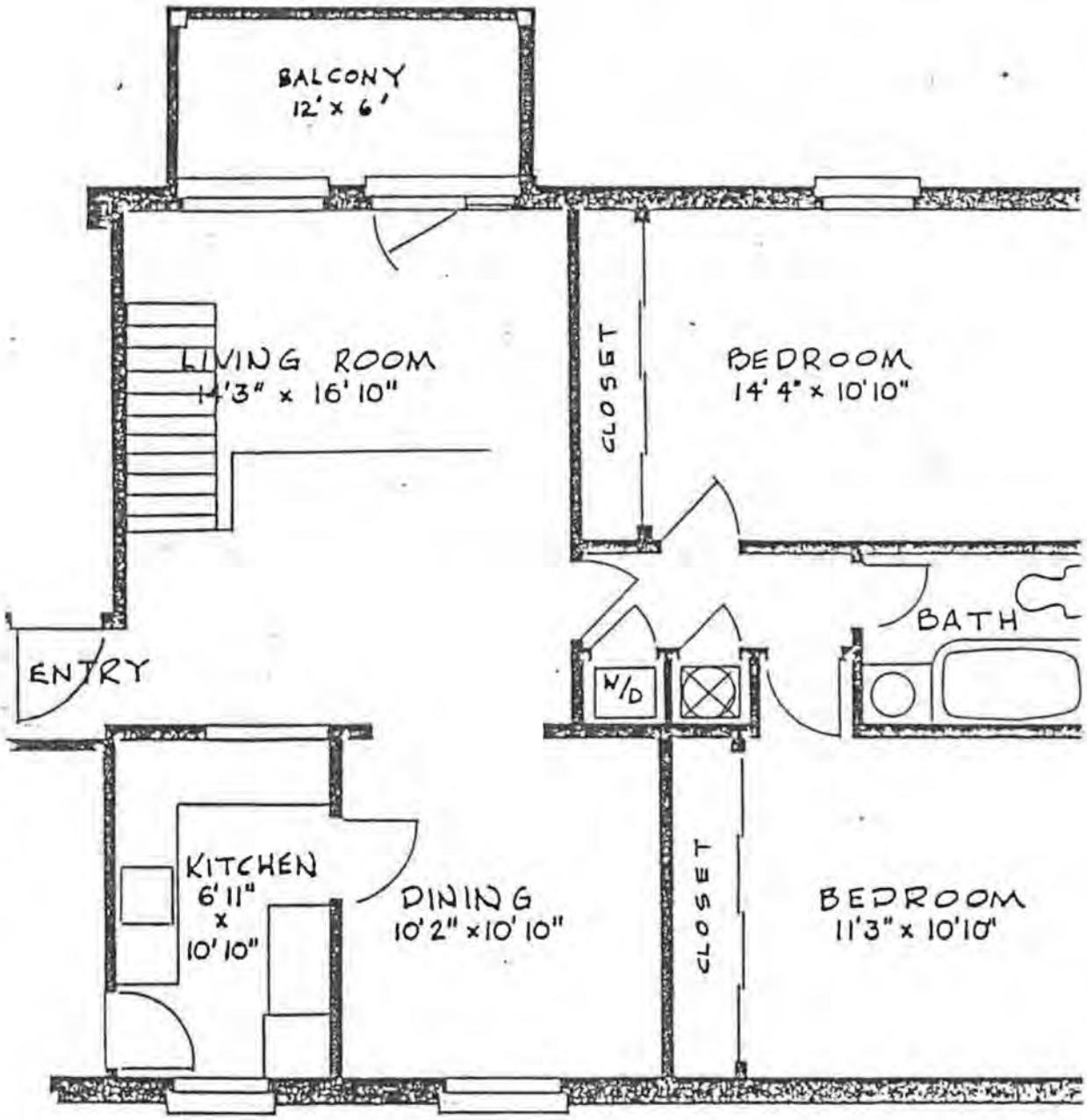



FLOOR PLAN "EF"



4

EXHIBIT B

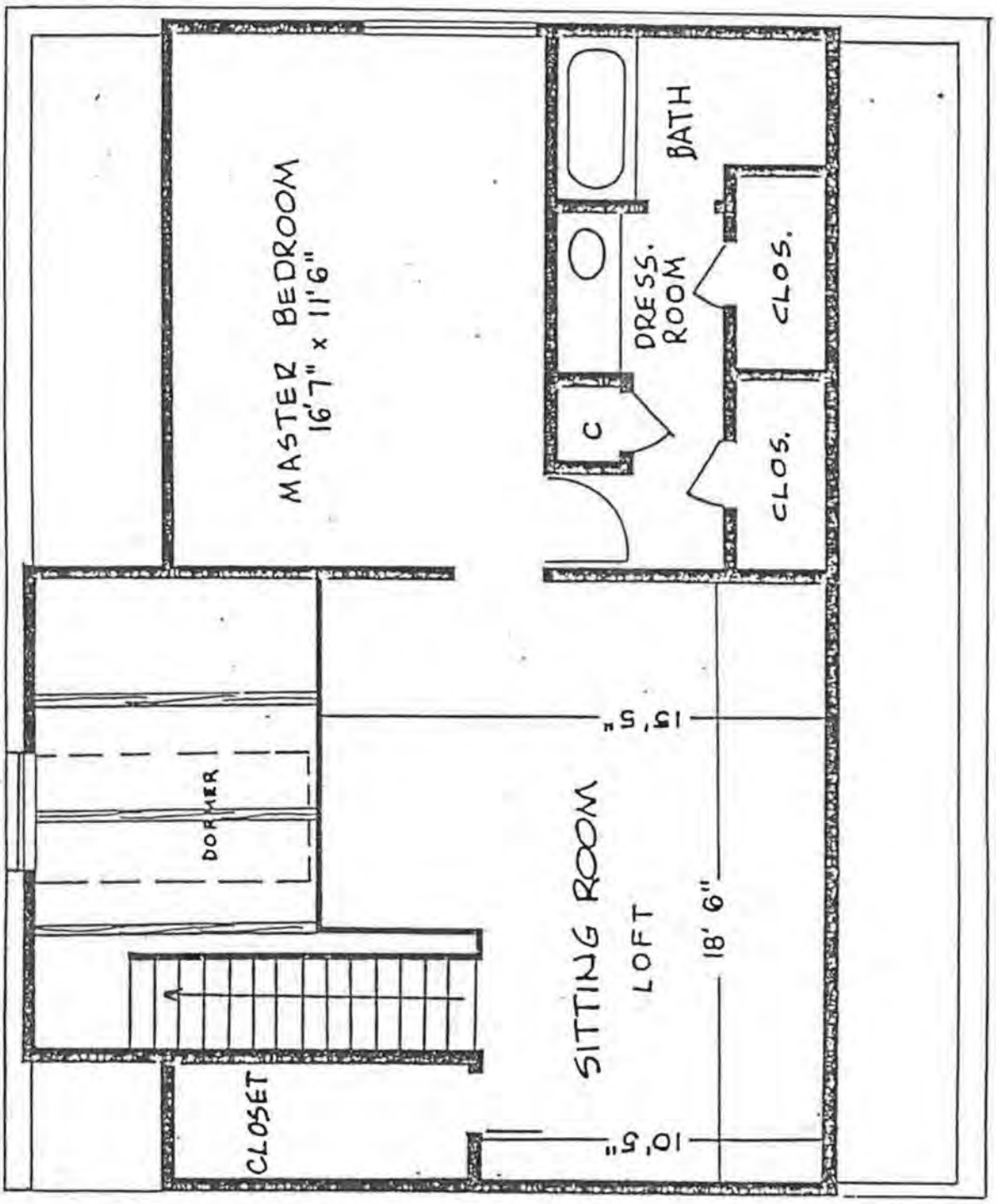



FLOOR PLAN "EL"



4

EXHIBIT B




FLOOR PLAN "EL"



4

EXHIBIT C

VOL 4917 PG 864

OFFICIAL RECORDS

SURVEYOR'S CERTIFICATE

The undersigned, Lane & King, Jr., a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to The Alexandria, a condominium, that the construction of the improvements is substantially complete so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

Professional Land Surveyor
No: 1193

Dated: Dec 20, 1979

State of Florida
Harbor Engineering Company
1615 Huffingham Lane
Jacksonville, Florida 32216

EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM OF
THE ALEXANDRIA, A CONDOMINIUM

Undivided Share Of Common Elements Appurtenant To Each Unit And Manner Of Sharing Common Expenses And Owning Common Surplus For Each Unit
(Stated As A Percentage)

| Identification Each Unit | Unit Type | I (% Interest of Phase I) | II (% Interest of Phases I and II) | III (% Interest of Phases I - III) | IV (% Interest of Phases I - IV) | V (% Interest of Phases I - V) |
|---|---|---|---|---|---|---|
| Phase I | | | | | | |
| 804 Cedar St. | CF | 4.328 | 1.836 | 1.303 | 1.022 | .881 |
| 806 Cedar St. | CF | 4.328 | 1.836 | 1.303 | 1.022 | .881 |
| 808 Cedar St. | CLI | 5.867 | 2.489 | 1.766 | 1.386 | 1.194 |
| 810 Cedar St. | CLI | 5.867 | 2.489 | 1.766 | 1.386 | 1.194 |
| 812 Cedar St. | AF | 3.655 | 1.551 | 1.100 | .863 | .744 |
| 814 Cedar St. | AF | 3.655 | 1.551 | 1.100 | .863 | .744 |
| 816 Cedar St. | AL | 4.809 | 2.040 | 1.448 | 1.136 | .978 |
| 818 Cedar St. | AL | 4.809 | 2.040 | 1.448 | 1.136 | .978 |
| 820 Cedar St. | DDF | 4.616 | 1.959 | 1.390 | 1.090 | .939 |
| 822 Cedar St. | DIF | 4.616 | 1.959 | 1.390 | 1.090 | .939 |
| 824 Cedar St. | DDL | 6.299 | 2.673 | 1.896 | 1.488 | 1.282 |
| 826 Cedar St. | DIL | 6.299 | 2.673 | 1.896 | 1.488 | 1.282 |
| 828 Cedar St. | CF | 3.462 | 1.469 | 1.042 | .818 | .704 |
| 830 Cedar St. | CF | 3.462 | 1.469 | 1.042 | .818 | .704 |
| 832 Cedar St. | CLI | 5.529 | 2.347 | 1.665 | 1.306 | 1.125 |
| 834 Cedar St. | CLH | 5.068 | 2.151 | 1.526 | 1.197 | 1.031 |
| 836 Cedar St. | EF | 4.424 | 1.877 | 1.332 | 1.045 | .900 |
| 838 Cedar St. | EF | 4.616 | 1.959 | 1.390 | 1.090 | .939 |
| 840 Cedar St. | EL | 6.982 | 2.963 | 2.102 | 1.649 | 1.421 |
| 842 Cedar St. | EL | 7.309 | 3.102 | 2.200 | 1.726 | 1.487 |
| Phase II | | | | | | |
| 844 Cedar St. | AF | | 1.347 | .955 | .750 | .646 |
| 846 Cedar St. | AF | | 1.265 | .897 | .704 | .607 |
| 848 Cedar St. | AL | | 1.816 | 1.288 | 1.011 | .871 |
| 850 Cedar St. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 852 Cedar St. | AF | | 1.265 | .897 | .704 | .607 |
| 854 Cedar St. | AF | | 1.265 | .897 | .704 | .607 |
| 856 Cedar St. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 858 Cedar St. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 860 Cedar St. | BF | | 1.428 | 1.013 | .795 | .685 |
| 862 Cedar St. | BF | | 1.428 | 1.013 | .795 | .685 |
| 864 Cedar St. | BL | | 2.273 | 1.613 | 1.265 | 1.090 |
| 866 Cedar St. | BL | | 2.273 | 1.613 | 1.265 | 1.090 |
| 1504 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1506 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1508 Palm Ave. | AF | | 1.347 | .955 | .750 | .646 |
| 1510 Palm Ave. | AF | | 1.347 | .955 | .750 | .646 |
| 1512 Palm Ave. | ALT | | 1.734 | 1.230 | .965 | .832 |
| 1514 Palm Ave. | ALT | | 1.734 | 1.230 | .965 | .832 |
| 1516 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1518 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1520 Palm Ave. | AF | | 1.347 | .955 | .750 | .646 |

| Identification Each Unit | Unit Type | I (% Interest of Phase I) | II (% Interest of Phases I and II) | III (% Interest of Phases I - III) | IV (% Interest of Phases I - IV) | V (% Interest of Phases I - V) |
|---|---|---|---|---|---|---|
| **Phase II--Cont.** | | | | | | |
| 1522 Palm Ave. | AF | | 1.347 | .955 | .750 | .646 |
| 1524 Palm Ave. | ALT | | 1.734 | 1.230 | .965 | .832 |
| 1526 Palm Ave. | ALT | | 1.734 | 1.230 | .965 | .832 |
| 1528 Palm Ave. | BF | | 1.428 | 1.013 | .795 | .685 |
| 1530 Palm Ave. | BF | | 1.428 | 1.013 | .795 | .685 |
| 1532 Palm Ave. | BL | | 2.273 | 1.613 | 1.265 | 1.090 |
| 1534 Palm Ave. | BL | | 2.273 | 1.613 | 1.265 | 1.090 |
| 1536 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1538 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1540 Palm Ave. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 1542 Palm Ave. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 1544 Palm Ave. | AF | | 1.265 | .897 | .704 | .607 |
| 1546 Palm Ave. | AF | | 1.347 | .955 | .750 | .646 |
| 1548 Palm Ave. | AL | | 1.910 | 1.355 | 1.063 | .916 |
| 1550 Palm Ave. | AL | | 1.819 | 1.288 | 1.011 | .871 |
| **Phase III** | | | | | | |
| 1552 Palm Ave. | EF | | | 1.390 | 1.090 | .939 |
| 1554 Palm Ave. | EF | | | 1.332 | 1.045 | .900 |
| 1556 Palm Ave. | EL | | | 2.200 | 1.726 | 1.487 |
| 1558 Palm Ave. | EL | | | 2.102 | 1.649 | 1.421 |
| 1560 Palm Ave. | CF | | | 1.042 | .818 | .704 |
| 1562 Palm Ave. | CF | | | 1.042 | .818 | .704 |
| 1564 Palm Ave. | CLH | | | 1.526 | 1.197 | 1.031 |
| 1566 Palm Ave. | CLI | | | 1.665 | 1.306 | 1.125 |
| 1568 Palm Ave. | DIF | | | 1.390 | 1.090 | .939 |
| 1570 Palm Ave. | DDF | | | 1.390 | 1.090 | .939 |
| 1572 Palm Ave. | DIL | | | 1.896 | 1.488 | 1.282 |
| 1574 Palm Ave. | DDL | | | 1.896 | 1.488 | 1.282 |
| 1576 Palm Ave. | AF | | | 1.100 | .863 | .744 |
| 1578 Palm Ave. | AF | | | 1.100 | .863 | .744 |
| 1580 Palm Ave. | AL | | | 1.448 | 1.136 | .978 |
| 1582 Palm Ave. | AL | | | 1.448 | 1.136 | .978 |
| 1584 Palm Ave. | AF | | | 1.100 | .863 | .744 |
| 1586 Palm Ave. | AF | | | 1.100 | .863 | .744 |
| 1588 Palm Ave. | AL | | | 1.448 | 1.136 | .978 |
| 1590 Palm Ave. | AL | | | 1.450 | 1.136 | .978 |
| **Phase IV** | | | | | | |
| 805 LaSalle St. | AF | | | | .750 | .646 |
| 807 LaSalle St. | AF | | | | .704 | .607 |
| 809 LaSalle St. | AL | | | | 1.011 | .871 |
| 811 LaSalle St. | AL | | | | 1.063 | .916 |
| 813 LaSalle St. | BF | | | | .795 | .685 |
| 815 LaSalle St. | BF | | | | .795 | .685 |
| 817 LaSalle St. | BL | | | | 1.265 | 1.090 |
| 819 LaSalle St. | BL | | | | 1.265 | 1.090 |
| 821 LaSalle St. | AF | | | | .704 | .607 |
| 823 LaSalle St. | AF | | | | .704 | .607 |
| 825 LaSalle St. | AF | | | | .750 | .646 |
| 827 LaSalle St. | AF | | | | .750 | .646 |
| 829 LaSalle St. | ALT | | | | .965 | .832 |





4

| Identification Each Unit | Unit Type | I (% Interest of Phase I) | II (% Interest of Phases I and II) | III (% Interest of Phases I - III) | IV (% Interest of Phases I - IV) | V (% Interest of Phases I - V) |
|---|---|---|---|---|---|---|
| Phase IV—Cont. | | | | | | |
| 831 LaSalle St. | ALT | | | | .965 | .832 |
| 833 LaSalle St. | AF | | | | .704 | .607 |
| 835 LaSalle St. | AF | | | | .704 | .607 |
| 837 LaSalle St. | AF | | | | .750 | .646 |
| 839 LaSalle St. | AF | | | | .750 | .646 |
| 841 LaSalle St. | ALT | | | | .965 | .832 |
| 843 LaSalle St. | ALT | | | | .965 | .832 |
| 845 LaSalle St. | CF | | | | .818 | .704 |
| 847 LaSalle St. | CDF | | | | .886 | .763 |
| 849 LaSalle St. | CLI | | | | 1.197 | 1.031 |
| 851 LaSalle St. | CDL | | | | 1.315 | 1.125 |
| Phase V | | | | | | |
| Unit No. | | | | | | |
| 1 | WF | | | | | .783 |
| 2 | WF | | | | | .783 |
| 3 | WF | | | | | .783 |
| 4 | WF | | | | | .783 |
| 5 | WF | | | | | .783 |
| 6 | WF | | | | | .783 |
| 7 | WF | | | | | .783 |
| 8 | WF | | | | | .783 |
| 9 | WF | | | | | .783 |
| 10 | WF | | | | | .783 |
| 11 | WF | | | | | .783 |
| 12 | WF | | | | | .783 |
| 13 | WF | | | | | .783 |
| 14 | WF | | | | | .783 |
| 15 | WF | | | | | .783 |
| 16 | WF | | | | | .783 |
| 17 | GW | | | | | .665 |
| 18 | GW | | | | | .654 |

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THIS INSTRUMENT WAS PREPARED BY:
JOHN S. BENSON
MARTIN, ADEL, CHRISTIANSEN & JOHNSON
ATTORNEYS AT LAW
3000 ATLANTIC NATIONAL SQUARE
JACKSONVILLE, FLORIDA 32202

Return to:

# FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ALEXANDRIA, A CONDOMINIUM

THIS DECLARATION, made as of this 18th day of October, 1979, by DAVID CLARK & ASSOCIATES, INC., a North Carolina corporation authorized to do business in the state of Florida, (hereinafter referred to as "Sponsor"; the term Sponsor shall also refer to the successors, assigns, nominees and designees of the Sponsor).

WITNESSETH:

RECITALS. The Sponsor executed a certain Declaration of Condominium of The Alexandria, A Condominium (the "Declaration") on the 15th day of August, 1979 and caused the Declaration to be recorded in Official Records Volume 4947, Page 811, public records of Duval County, Florida. Paragraph 4.9 of the Declaration reserved to the Sponsor the right to amend the Declaration to submit to the provisions of the Florida Condominium Act and to subject to, and include within the provisions of, the Declaration additional Units, Limited Common Elements and Common Elements.

NOW THEREFORE, by this First Amendment to the Declaration, the Sponsor submits the real property described in Exhibit "A-2" attached hereto (hereinafter described as "Phase II") and owned by the Sponsor in fee simple absolute subject to the matters set forth therein, if any, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes. The Sponsor further declares that Phase II shall be held, sold and conveyed subject to the Declaration, which is incorporated herein by reference, and which shall run with the title to Phase II and any part thereof.

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The Sponsor further amends the Declaration as follows:

1. Exhibit "B" of the Declaration is amended by adding thereto a plot plan of Phase II which is attached to the First Amendment as Page 1 of Exhibit "B".

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2. Exhibit "B" of the Declaration is further amended by adding thereto four new floor plans designated "Floor Plan 'ALT'", "Floor Plan 'BF'", "Floor Plan 'BL'", and "Floor Plan 'F'", all of which are attached hereto as Pages 2 through 7 inclusive of Exhibit "B".

3. Exhibit "C" of the Declaration is hereby amended by adding thereto the surveyor's certificate relating to Phase II which is attached hereto as Exhibit "C".

4. Exhibit "D" of the Declaration is hereby amended as follows:

(a) Unit 852 Cedar St. and Unit 854 Cedar St. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 852/854 Cedar St.

(b) Unit 1504 Palm Ave. and Unit 1506 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 1504/1506 Palm Ave.

(c) Unit 1508 Palm Ave. and Unit 1510 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 1508/1510 Palm Ave.

(d) Unit 1516 Palm Ave. and Unit 1518 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated as 1516/1518 Palm Ave.

(e) Unit 1520 Palm Ave. and Unit 1522 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 1520/1522 Palm Ave.

(f) Unit 1536 Palm Ave. and Unit 1538 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated as 1536/1538 Palm Ave.

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(g) The undivided share of the Common Elements appurtenant to the foregoing combined Units and the manner of sharing Common Expenses and owning Common Surplus for each such Unit shall be combined as follows:

| Identification of each Unit | Unit Type | II (% Interest of Phases I and II) | III (% Interest of Phases I - III) | IV (% Interest of Phases I - IV) | V (% Interest of Phases I - V) |
|---|---|---|---|---|---|
| 852/854 Cedar St. | F | 2.530 | 1.794 | 1.408 | 1.214 |
| 1504/1506 Palm Ave. | F | 2.530 | 1.794 | 1.408 | 1.214 |
| 1508/1510 Palm Ave. | F | 2.694 | 1.910 | 1.500 | 1.292 |
| 1516/1518 Palm Ave. | F | 2.530 | 1.794 | 1.408 | 1.214 |
| 1520/1522 Palm Ave. | F | 2.694 | 1.910 | 1.500 | 1.292 |
| 1536/1538 Palm Ave. | F | 2.530 | 1.794 | 1.408 | 1.214 |

5. Except as specifically set forth herein, the Declaration is in no other way modified and remains in full force and effect.

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed by its proper officer and the corporate seal affixed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John S. Benson

Lois M. Floyd

DAVID CLARK & ASSOCIATES, INC.

By D M LeGrue

Its Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared D M LeGrue, well known to me to be the Vice President of DAVID CLARK & ASSOCIATES, INC., the corporation described above and that he acknolwedged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 18th day of October, 1979.

Lois M. Clapp
Notary Public, State of Florida
at Large.
My Commission Expires: 3/25/83

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EXHIBIT "A-2"

THE ALEXANDRIA, A CONDOMINIUM

PHASE II

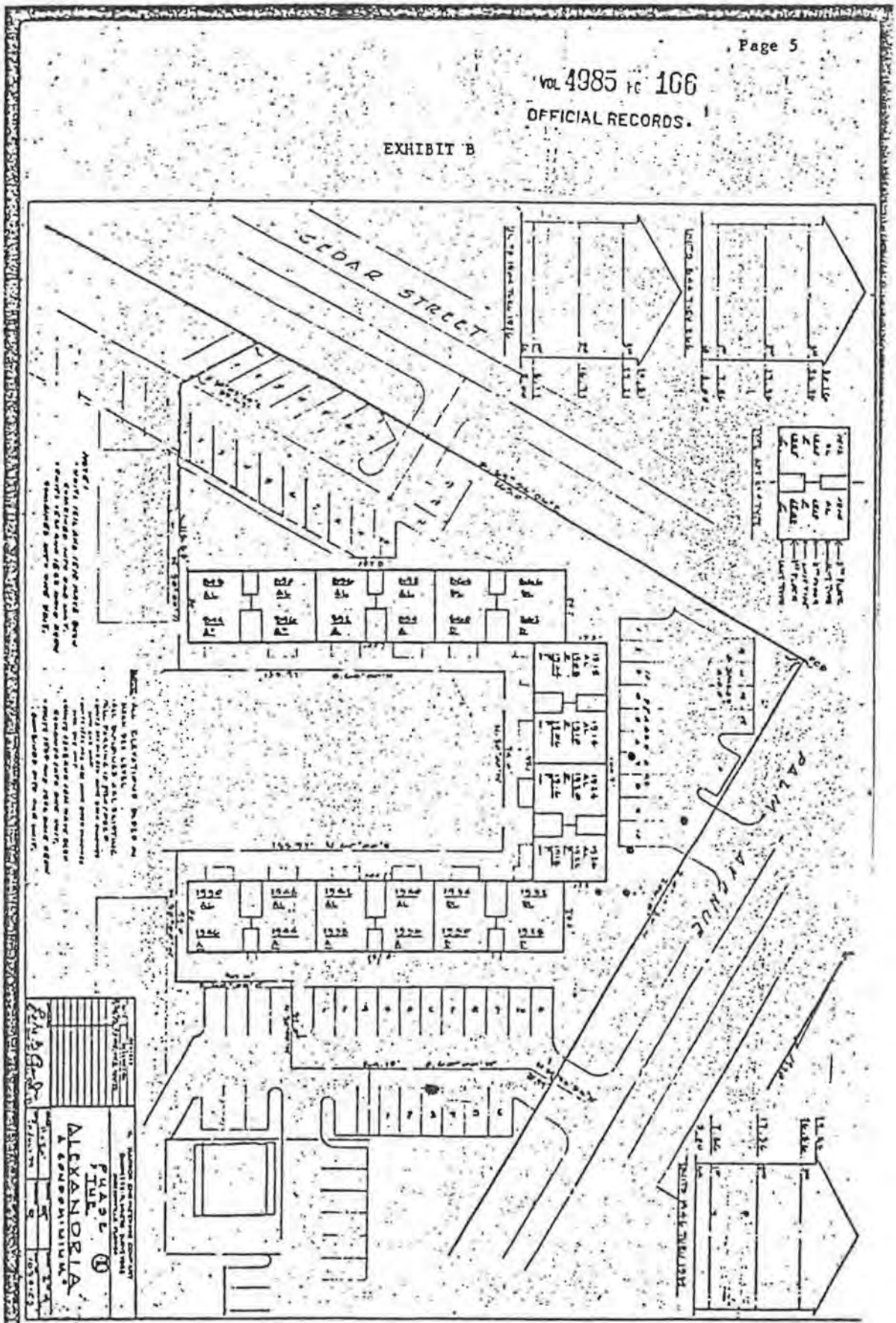
A parcel of land being a part of Block 16, OKLAHOMA, lying west of Blocks "C" and "D" of CLARK'S REPLAT OF BLOCK 16, OKLAHOMA, as shown on plat recorded in Plat Book 7, page 32 of the current public records of Duval Coutny, Florida, and being more particularly described as follows:

Commence for a POINT OF BEGINNING 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 said Westerly right of way line, 206.0 feet; thence North 89° 46' 36" West, 25.99 feet; thence South 60° 00' West, 84.13 feet; thence North 30° 00' West, 32.0 feet; thence South 60° 00' West, 50.0 feet; thence North 30° 00' West, 55.0 feet; thence North 60° 00' East, 135.97 feet; thence North 30° 00' West, 74 feet; thence South 60° 00' West, 135.97 feet; thence North 30° 00' West, 118.86 feet; thence North 30° 03' 54" East, 35.69 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, 265.0 feet to the POINT OF BEGINNING.

SUBJECT TO that certain easement to the Jacksonville Electric Authority recorded in Official Records Volume 4919, Page 862, current public records of Duval County, Florida.

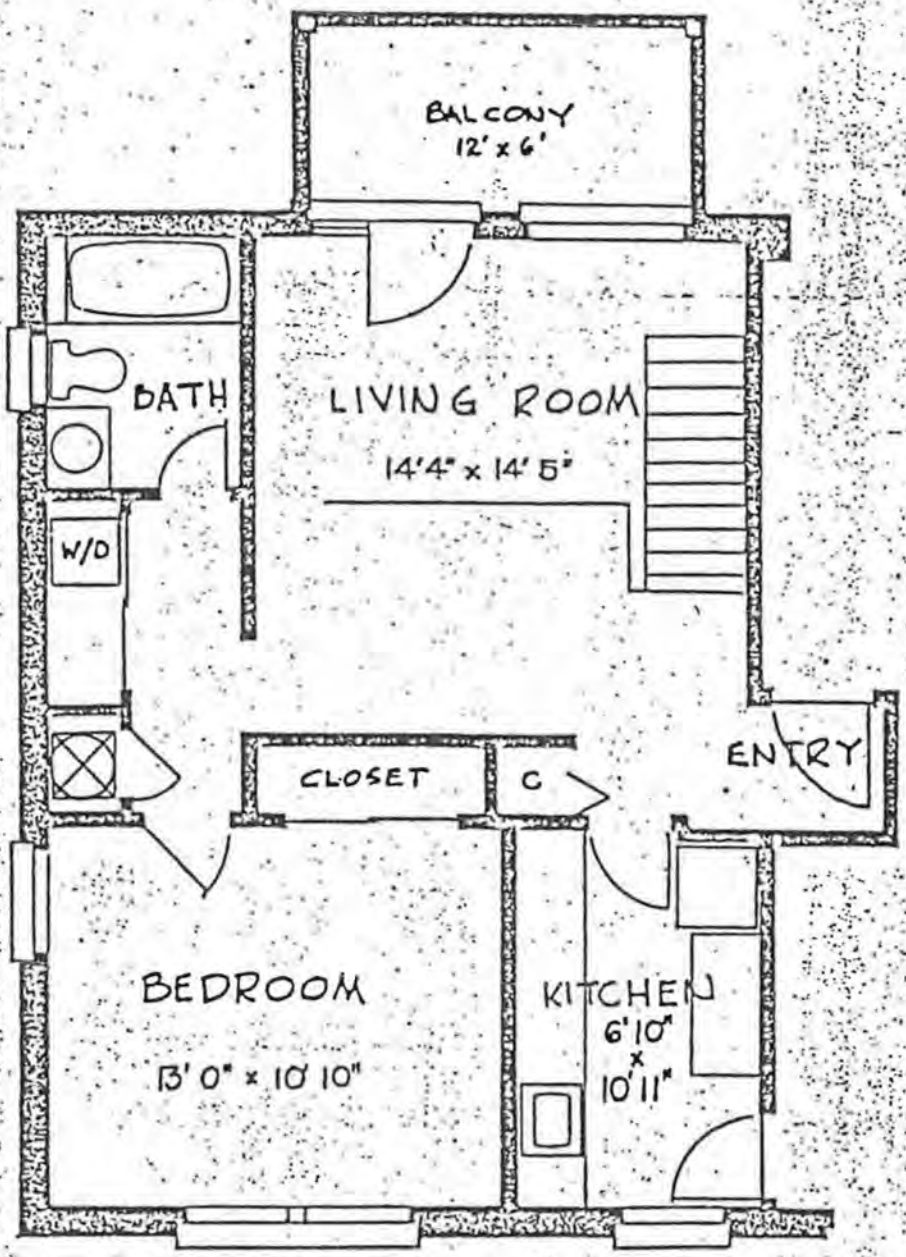
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EXHIBIT B



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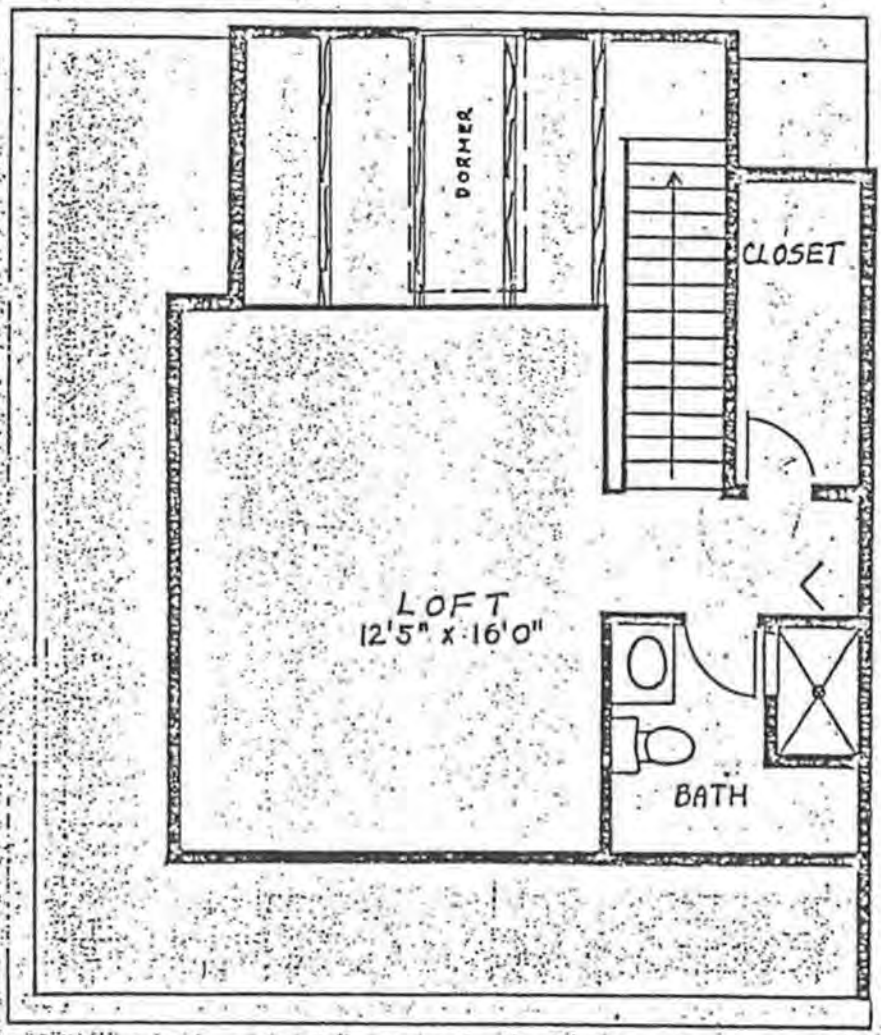
EXHIBIT B




FLOOR PLAN "ALT"

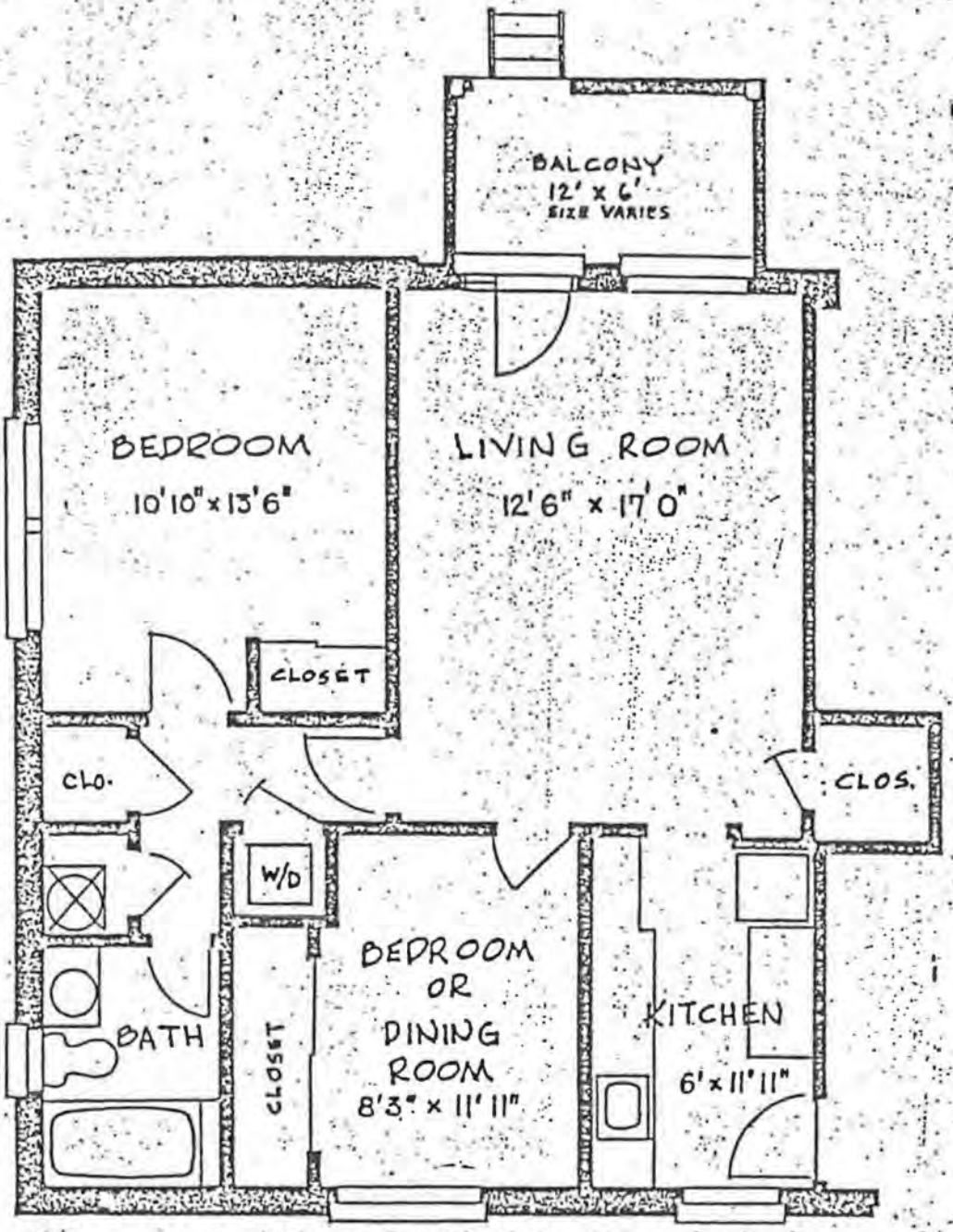
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EXHIBIT B




FLOOR PLAN "ALT"

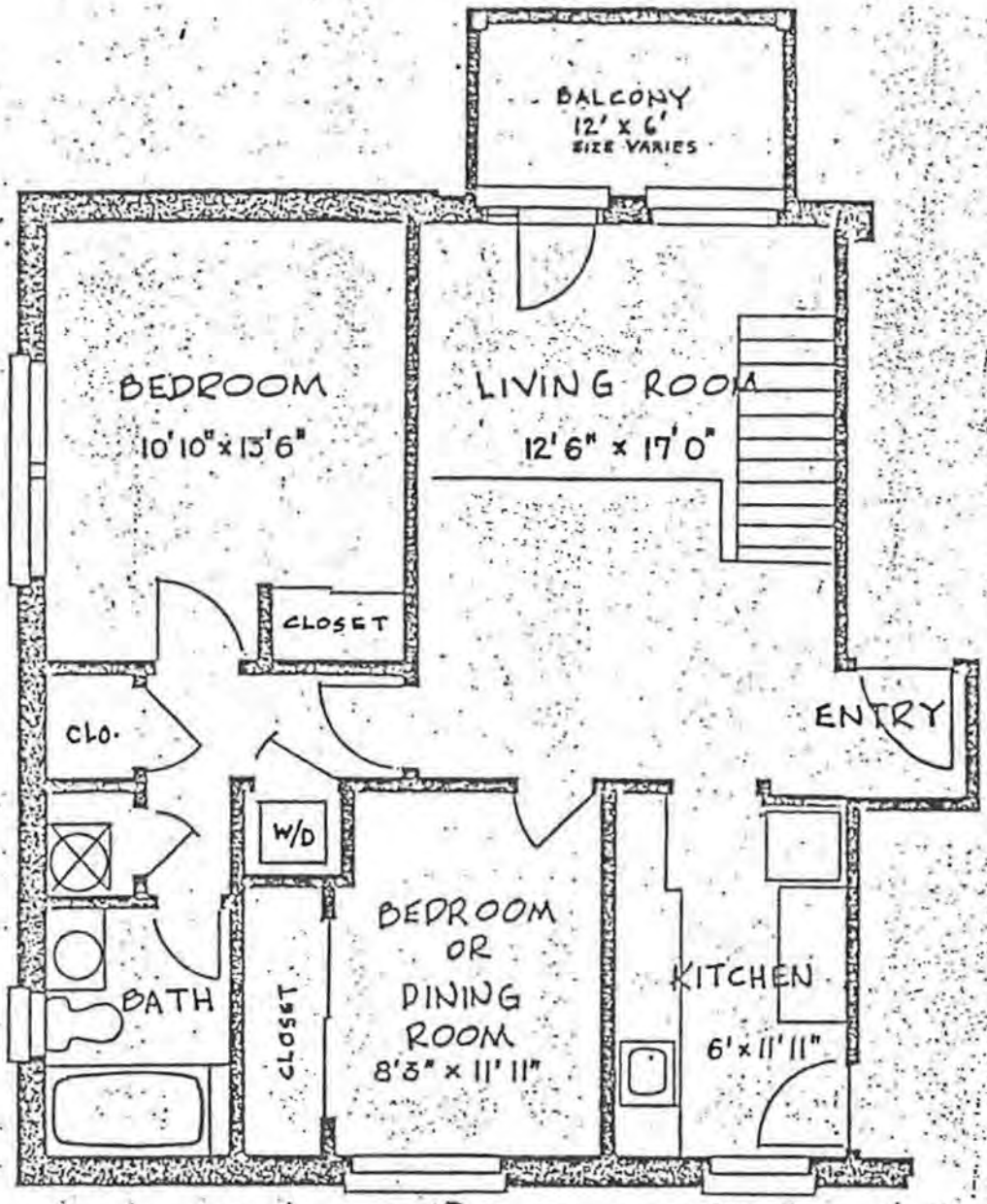
EXHIBIT B




FLOOR PLAN "BF"

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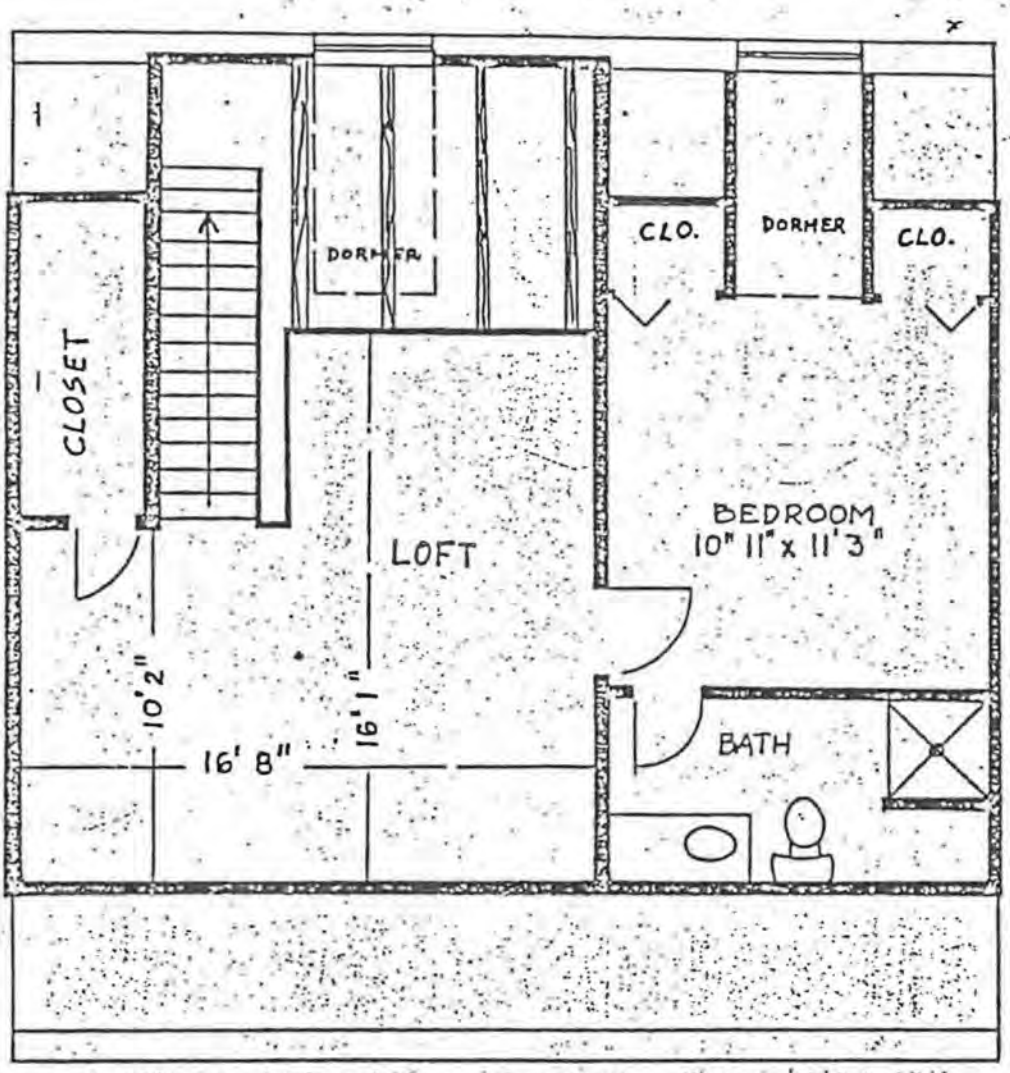
EXHIBIT B




FLOOR PLAN "B1"

EXHIBIT B

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FLOOR PLAN "BL"

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EXHIBIT B




FLOOR PLAN "F"

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EXHIBIT C

The undersigned, Lake G. Ray, Jr., a registered land surveyor authorized to practice in the State of Florida, hereby certifies with respect to The Alexandria, a Condominium, Phase II, that the construction of the improvements is substantially complete so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the indentification, location, and dimensions of the common elements and of each unit can be determined from these materials.

Date August 1, 1979

Lake G. Ray, Jr., P.E. & L.S.
State of Florida No. 1193

Harbor Engineering Company
1615 Huffingham Lane
Jacksonville, Florida 32216

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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 First Amendment to Declaration of Condominium of The Alexandria, a Condominium and consents to the terms and provisions contained in said Amendment.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name by its proper officers thereunto duly authorized this 17 day of October, 1979.

NORTH CAROLINA NATIONAL BANK

By James A. Hunter

Its Vice President

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Stephen D Campbell

Joan Robinson

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 19th day of October, 1979 by James A. Hunter, the Vice President of North Carolina National Bank, a national banking association, on behalf of the corporation.

Notary Public, State and County Aforesaid.

My Commission Expires: 6/1/83

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EXHIBIT "A"

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 the St. Johns River, said property being more particularly described as follows:

Commence 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.

79- 85744
Oct 22 10 50 AM '79

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THIS DOCUMENT WAS PREPARED BY:
JOHN S. DICKSON
JACKSONVILLE, FLORIDA 32202

SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
THE ALEXANDRIA, A CONDOMINIUM

THIS DECLARATION, made as of this 5th day of February, 1980, by DAVID CLARK & ASSOCIATES, INC., a North Carolina corporation authorized to do business in the state of Florida, (hereinafter referred to as "Sponsor"; the term Sponsor shall also refer to the successors, assigns, nominees and designees of the Sponsor).

WITNESSETH:

RECITALS. The Sponsor executed a certain Declaration of Condominium of The Alexandria, A Condominium (the "Declaration") on the 15th day of August, 1979 and caused the Declaration to be recorded in Official Records Volume 4947, Page 811, public records of Duval County, Florida. Paragraph 4.9 of the Declaration reserved to the Sponsor the right to amend the Declaration to submit to the provisions of the Florida Condominium Act and to subject to, and include within the provisions of, the Declaration additional Units, Limited Common Elements and Common Elements. The Sponsor has submitted the property described in the Declaration as "Phase II" to condominium ownership pursuant to that certain First Amendment to Declaration of Condominium of The Alexandria, a Condominium, recorded in Official Records Volume 4985, Page 162, public records of Duval County, Florida, and now desires to submit Phases III and IV to condominium ownership.

3,4

NOW THEREFORE, by this Second Amendment to the Declaration, the Sponsor submits the real property described in Exhibits "A-3" and "A-4" attached hereto (hereinafter described as "Phase III" and "Phase IV", respectively) and owned by the Sponsor in fee simple absolute subject to the matters set forth therein, if any, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes. The Sponsor further declares that Phase III and Phase IV

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shall be held, sold and conveyed subject to the Declaration, which is incorporated herein by reference, and which shall run with the title to Phase III and Phase IV and any part thereof.

The Sponsor further amends the Declaration as follows:

1. Exhibit "B" of the Declaration is amended by adding thereto plot plans of Phases III and IV which are attached to the Second Amendment as Pages 1 and 2 of Exhibit "B".

2. Exhibit "C" of the Declaration is hereby amended by adding thereto the surveyor's certificate relating to Phases III and IV which is attached hereto as Exhibit "C".

3. Exhibit "D" of the Declaration is hereby amended as follows:

(a) Unit 1576 Palm Ave. and Unit 1578 Palm Ave. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 1576/1578 Palm Ave.

(b) Unit 821 LaSalle St. and Unit 823 LaSalle St. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 821/823 LaSalle St.

(c) Unit 825 LaSalle St. and Unit 827 LaSalle St. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 825/827 LaSalle St.

(d) Unit 833 LaSalle St. and Unit 835 LaSalle St. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 833/835 LaSalle St.

(e) Unit 837 LaSalle St. and Unit 839 LaSalle St. have been combined to form one "Floor Plan 'F'" Unit. The new Unit shall be designated 837/839 LaSalle St.

(f) The undivided share of the Common Elements appurtenant to the foregoing combined Units and the manner of sharing Common Expenses and owning Common Surplus for each such Unit shall be combined as follows:



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| Identification of each Unit | Unit Type | III (% Interest of Phases I - III) | IV (%Interest of Phases I - IV) | (%Interest of Phases I - V |
|---|---|---|---|---|
| Phase III | | | | |
| 1576/1578 Palm Ave. | F | 2.200 | 1.726 | 1.488 |
| Phase IV | | | | |
| 821/823 LaSalle St. | F | | 1.4080 | 1.2140 |
| 825/827 LaSalle St. | F | | 1.500 | 1.2920 |
| 833/835 LaSalle St. | F | | 1.4080 | 1.2140 |
| 837/839 LaSalle St. | F | | 1.500 | 1.2920 |

4. Exhibit "D" of the Declaration is further amended to correct two unit type descriptions:

(a) Unit 847 LaSalle St. was designated on Exhibit "D" as unit type "CDF". The Unit should have been and is hereby designated as unit type "CF".

(b) Unit 851 LaSalle St. was designated on Exhibit "D" as unit type "CDL". The Unit should have been and is hereby designated as unit type "CLI".

5. Except as specifically set forth herein, the Declaration is in no other way modified and remains in full force and effect.

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed by its proper officer and the corporate seal affixed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Denise L. Pardue

Peg Kelly

DAVID CLARK & ASSOCIATES, INC.

By David D. Brothers

Its Vice President

STATE OF Maryland
COUNTY OF Prince George's

Before me personally appeared Carl L. Goodman, well known to me to be the Vice President of DAVID CLARK & ASSOCIATES, INC., the corporation described above and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 5th day of February, 1980.

Charlene A. Lizarraga
Notary Public, State and County
Aforesaid.
My comission expires: 7/1/80

7-?-82

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EXHIBIT "A-3"

THE ALEXANDRIA, A CONDOMINIUM

PHASE III

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 said Westerly right of way line, 206.0 feet; thence North 89° 46' 36" West, 25.99 feet; thence South 60° 00' West, 54.13 feet to the POINT OF BEGINNING; thence South 30° 00' East, 30.0 feet; thence South 60° 00' West, 80.0 feet; thence South 30° 00' East, 51.0 feet; thence South 60° 00' West, 128.0 feet; thence South 30° 00' East, 54.0 feet; thence South 60° 00' West, 52.0 feet; thence North 30° 00' West, 157.00 feet; thence North 60° 00' East, 134.0 feet; thence North 30° 00' West, 65.0 feet; thence North 60° 00' East, 46.03 feet; thence South 30° 00' East, 55.0 feet; thence North 60° 00' East, 50.0 feet; thence South 30° 00' East, 32.0 feet; thence North 60° 00' East, 30.0 feet to the POINT OF BEGINNING.

Subject to that certain easement to the Jacksonville Electric Authority recorded in Official Records Volume 4919, Page 862 current public records of Duval County, Florida.

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EXHIBIT "A-4"

THE ALEXANDRIA, A CONDOMINIUM

PHASE IV

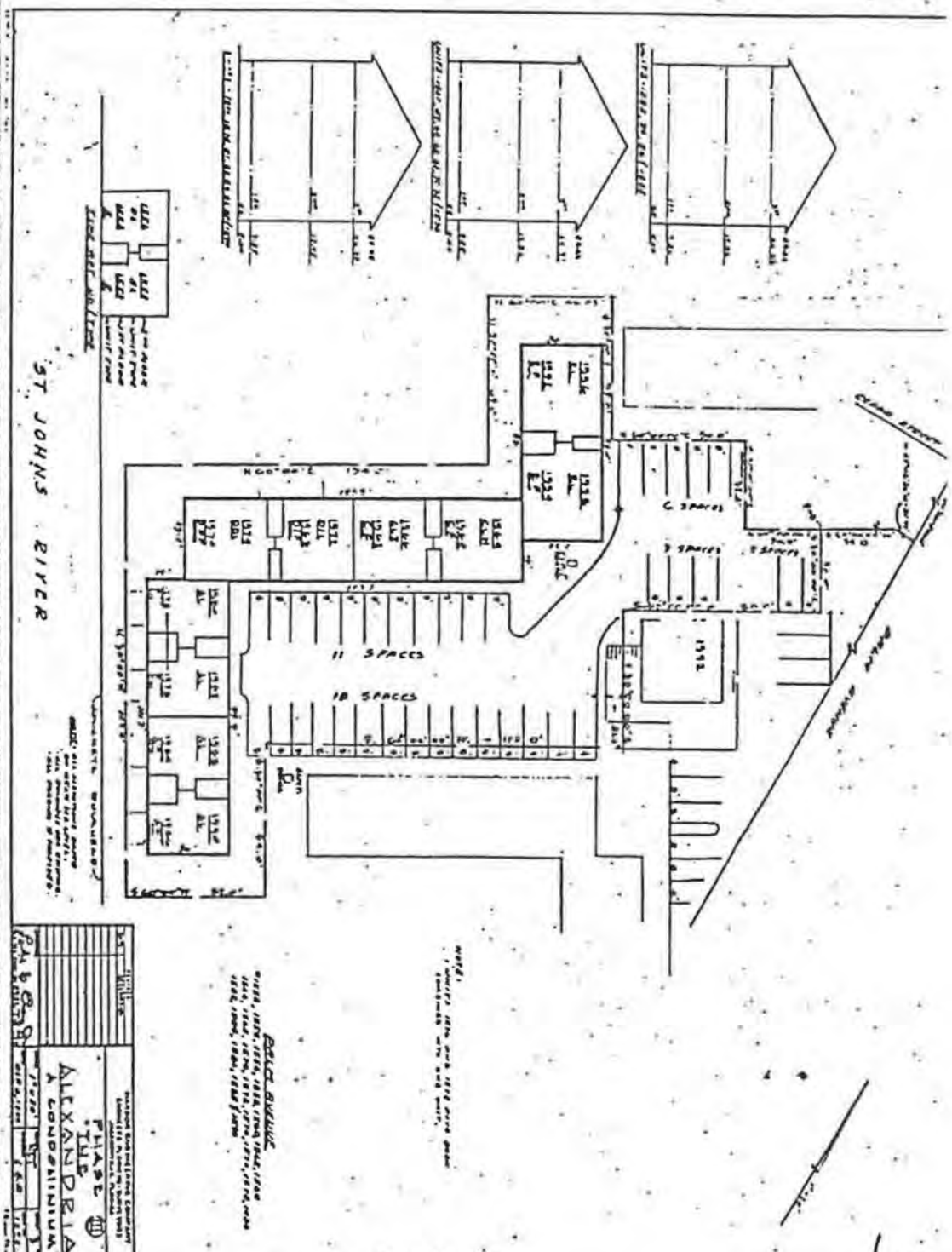
A parcel of land being a part of Block 16, OKLAHOMA, lying west of Blocks "C" and "D" of CLARK'S REPLAT OF BLOCK 16, OKLAHOMA, as shown on plat recorded in Plat Book 7, page 32 of the current public records of Duval County, Florida, and being more particularly described as follows:

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 said Westerly right of way line, 206.0 feet to the POINT OF BEGINNING; thence continue South 0° 13' 24" West along said Westerly right of way line, 334.0 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, 194.67 feet; thence North 30° 00' West, 69.16 feet; thence North 60° 00' East, 52.0 feet; thence North 30° 00' West, 54.0 feet; thence North 60° 00' East, 178.0 feet; thence North 30° 00' West, 51.0 feet; thence North 60° 00' East, 30.0 feet; thence North 30° 00' West, 30.0 feet; thence North 60° 00' East, 54.13 feet; thence South 89° 46' 36" East, 25.99 feet to the POINT OF BEGINNING.

Subject to that certain easement to the Jacksonville Electric Authority recorded in Official Records Volume 4919, Page 862 current public records of Duval County, Florida.

VOL 5049 PAGE 500
OFFICIAL RECORDS

EXHIBIT B






6

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OFFICIAL RECORDS

VOL 5049 PG 502
OFFICIAL RECORDS

EXHIBIT C

The undersigned, Lake G. Ray, Jr., a registered surveyor authorized to practice in the State of Florida, hereby certifies with respect to The Alexandria, a Condominium, Phases III and IV, that the construction of the improvements is substantially complete so that the material attached to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the indentification, location and dimensions of the common elements and of each unit can be determined from these materials.

Lake G. Ray, Jr., P.E., P.L.S.
State of Florida No. 1193

Date January 10, 1980

Harbor Engineering Company
1615 Huffingham Lane
Jacksonville, Florida 32216

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 Second Amendment to Declaration of Condominium of The Alexandria, a Condominium and consents to the terms and provisions contained in said Amendment.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name by its proper officers thereunto duly authorized this 16th day of January, 1980.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Stephen D Campbell

Catherine J Corbett

NORTH CAROLINA NATIONAL BANK

By James A. Gunter

Its Vice President

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 16th day of January, 1980 by James A. Gunter, the Vice President of North Carolina National Bank, a national banking association, on behalf of the corporation.

Notary Public, State of Florida at Large.
My Commission Expires: 6-1-83

6-1-83

6

EXHIBIT A

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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.

80- 8423
FEB 6 3 03 PM '80
RECORDED IN OFFICIAL RECORDS OF DUVAL COUNTY, FLA
CLERK OF CIRCUIT COURT

VOL 5252 PG 1117

OFFICIAL RECORDS

THIS INSTRUMENT WAS PREPARED BY:
SHARON S. ROBERTS
MARTIN, ADE, BIRCHFIELD & JOHNSON
ATTORNEYS AT LAW
3000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

# THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ALEXANDRIA, A CONDOMINIUM

THIS DECLARATION, made this 22nd day of December, 1980 by DAVID CLARK & ASSOCIATES, INC., a North Carolina corporation authorized to do business in the State of Florida (hereinafter referred to as "Sponsor"; the term Sponsor shall also refer to the successors, assigns, nominees and designees of Sponsor).

W I T N E S S E T H :

WHEREAS, the Sponsor executed a certain Declaration of Condominium of the Alexandria, A condominium (the "Declaration") on the 15th day of August, 1979 and caused the Declaration to be recorded in Official Records Volume 4947, Page 811, public records of Duval County, Florida;

WHEREAS, Paragraph 4.5 of the Declaration provides that on or before August 15, 1981, the Sponsor may amend the Declaration to enlarge the Common Elements by submitting to the Declaration the Sponsor's entire interest in the "Recreation Area" as defined in the Declaration and described on Exhibit "A-6" thereof as Parcels "R-1", "R-2" and "R-4";

WHEREAS, Parcel R-4 lies within the right of way of LaSalle Street, which street has not been closed by the City of Jacksonville, the Sponsor does not have title to the property and pursuant to Paragraph 4.5(c) of the Declaration, the Sponsor has no obligation to submit Parcel R-4 to the terms of the Declaration.

WHEREAS, the Sponsor desires to enlarge the common elements by submitting to condominium ownership its entire interest in Parcel R-1 and R-2 as described in the Declaration, notwithstanding the fact that Sponsor has not submitted and does not intend to submit Phase V, as described in the Declaration, to

condominium ownership;

NOW THEREFORE, the Sponsor submits his entire interest in the real property described in Exhibit "A" attached hereto and owned by the Sponsor in fee simple absolute subject to the matters set forth therein, if any, to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes, to enlarge and become a part of the Common Elements of the Alexandria, a Condominium ("the Alexandria") as created by the Declaration, to be owned by the unit owners of the Alexandria in the same proportion as the undivided shares in the Common Elements that are appurtenant to the units owned by them.

IN WITNESS WHEREOF, the undersigned has executed this document on the day and year first above written.

Signed, sealed and delivered in the presence of:

Judy A. Shea

Sandra J. Campbell

DAVID CLARK & ASSOCIATES, INC.

By D M LaFave

Its Vice President

"SPONSOR"

STATE OF FLORIDA )
COUNTY OF DUVAL )

Before me personally appeared DAVID M. LaFAVE to me well known and known to me to be the Vice President of DAVID CLARK & ASSOCIATES, INC., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation executed the same and did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 22nd day of December, 1980.

Sandra J. Campbell
Notary Public, in and for the
County and State Aforesaid.

My Commission Expires: Sept. 26, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

EXHIBIT "A"

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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.

80- 89780

Dec 30 4 15 PM '80

RECORDED IN DUVAL COUNTY, FLA.

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:

Barbara Pettillo

Jack Grunlund

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)

ANDREW A. STIGAUSS
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.

82- 10161
82 FEB 23 A 9: 58

PUBLIC
CTY, FLA.

CLERK OF CIRCUIT COURT



C212/B23-29

..4947 PG

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<br>Jacksonville, Florida 32207 |
| David LaFave | 1468 Cedar Street<br>Jacksonville, Florida 32207 |
| Judy Shea | 5039 Timuquana Road, Apt. 119<br>Jacksonville, Florida 32210 |
| Janice Evans | 901 Ocean Boulevard<br>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<br>Jacksonville, Florida 32205 |
| Lois Clapp | 1530 El Prado Road, Apt. #2<br>Jacksonville, Florida 32216 |
| Helen Todd | 5427 Wynnwood Drive<br>Jacksonville, Florida 32207 |

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

John S. Benson

Lois Clapp

Helen Todd

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 24th 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 25th 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 24th 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

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THE ALEXANDRIA CONDOMINIUM ASSOCIATION, INC.

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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

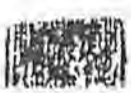
## MEMBERS' MEETINGS

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

"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 w; be held immediately following the annual meeting of the



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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

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



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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.

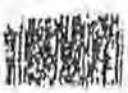
Section 6. Adjustment. The assessment fixed and to be fixed hereunder is and shall be based upon a projection and estimate by the Board and may be in excess of or less than the actual sums required. In such event, the Board, by appropriate action, may increase or decrease the amount of any assessment 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.





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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:

Linda A. Kemp

Lydia D. Campbell

STATE OF South 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.

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 Dwight D. Boyce the Vice Pres. & C.O. 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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