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DECLARATION OF CONDOMINIUM OWNERSHIP

OF

THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM

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This DECLARATION made this 5th day of April A.D., 1989, by Westway Properties, Ltd., a general partnership organized and existing under the laws of the State of Florida, (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

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W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Duval County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said lands from time to time twenty-two (22) multi-unit residential buildings, housing up to, but not exceeding eighty-eight (88) condominium units and related facilities in twenty-four (24) phases pursuant to the provisions set forth in Section 718.403, Florida Statutes, a copy of the phase plan being attached hereto as Exhibit "B"; and

WHEREAS, the Developer from time to time desires to submit portions of said lands and said residential buildings with related facilities to condominium ownership in twenty-four (24) phases, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. PURPOSE:

The purpose of this Declaration is to submit, and the Developer hereby submits, to condominium ownership, the lands described in Exhibit "C" attached hereto, together with all improvements erected or installed thereon, including but not limited to, a residential building containing a total of four (4) condominium units and related facilities, subject to the reservations, easements, and restrictions of record and further subject to the terms and conditions of this Declaration and all Exhibits hereto.

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TIME SHARE ESTATES SHALL NOT BE CREATED WITH RESPECT TO ANY UNITS IN THIS CONDOMINIUM.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

2. NAME:

The name by which this Condominium is to be identified is THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM.

3. DEFINITIONS:

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of Courtyards at Atlantic Beach Condominium Association, Inc., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles: The Articles of Incorporation of the Association, as same may be amended from time to time.

AB#1/DEC

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This instrument prepared by AND TO BE RETURNED TO:
NICHOLAS F. LANG
Battaglia, Rosa, Et Al, Attorneys at Law
A Professional Association
P.O. Box 41100 280 Tyrone Boulevard
St. Petersburg, Florida 33743

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(b) Assessments: Assessment means a share of the funds required for the payment of common expenses, which from time to time are assessed against the unit owner, and all other sums which may be assessed against a unit owner or which may be required to be paid by a unit owner to the Association pursuant to this Declaration, the Articles or By-Laws.

(c) Association: Association means Courtyards at Atlantic Beach Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the operation of this Condominium and any additional condominiums which may be constructed upon the land described in Exhibit "A" hereto and the Common Facilities as defined hereafter.

(d) Board of Directors or Board: The Board of Directors or other representative body responsible for administration of the Association.

(e) Building: Any building contained within the Condominium Property from time to time as herein provided.

(f) By-Laws: The By-Laws of the Association as the same may be amended from time to time.

(g) Common Areas: All property owned and operated by the Association which is not included in the Condominium Property.

(h) Common Elements: That portion of the Condominium Property not included in the Condominium Units, or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act.

(i) Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners.

(j) Common Expenses: All expenses and assessments properly incurred by the Association for the operation and management of the Condominium and the Association as more particularly described in this Declaration and the Exhibits attached hereto.

(k) Common Surplus: 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 Common Expenses.

(l) Condominium: THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, which is formed pursuant to this Declaration.

(m) Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

(n) Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

(o) Condominium Parcel: The Condominium Unit, together with any Limited Common Elements appurtenant thereto, and the undivided share in the Common Elements appurtenant to the Condominium Unit.

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(p) Condominium Property: The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(q) Construction Lender: Any lender financing the construction of the improvements on the Condominium Property or the Common Areas.

(r) Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Developer: The person or entity executing this Declaration, its successors and assigns.

(t) Institutional Mortgagee: Shall include any bank, federal savings and loan association, a state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. VA or FHA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Parcels.

(u) Limited Common Elements: Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others, as shown on the plats attached hereto as Exhibit "C".

(v) Management Agreement: That certain agreement attached to the Prospectus and made a part thereof as Exhibit "3", which provides for management of the Condominium Property and Common Areas.

(w) Member: An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(x) Unit: A part of the Condominium Property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the Declaration. Condominium Unit shall hereinafter be referred to as Unit.

(y) Unit Owner or Owner of a Unit: The owner of a fee simple estate in a Condominium Parcel. Condominium Unit Owner shall hereinafter be referred to as "Unit Owner" or "Owner".

4. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The following property is hereby submitted to the Condominium Form of Ownership:

Phase I: The lands lying and being situate in Duval County, Florida, as more particularly set forth in Exhibit "C", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to, four (4) Condominium Units contained in one (1) residential Building, identified as Building 12. Building 12 contains four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

PHASE II: The lands lying and being situate in Duval County, Florida, as more particularly set forth in Exhibit "C", attached hereto, which lands are hereinafter referred to as "Phase II", together with all improvements erected or installed thereon, including but not limited to, four (4) Condominium Units

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contained in one (1) residential Building, identified as Building 13. Building 13 contains four (4) two bedroom, two bath units, with a loft, of approximately 1,178 square feet each.

PHASE VI: The lands lying and being situate in Duval County, Florida, as more particularly set forth in Exhibit "D", attached hereto, which lands are hereinafter referred to as "Phase VI", together with all improvements erected or installed thereon, including but not limited to, four (4) Condominium Units contained in one (1) residential Building, identified as Building 26. Building 26 contains four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

Management and maintenance of the Condominium Property and Common Areas, if any, will be performed by Stonegate Realty, Inc.

5. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to the Condominium Form of Ownership as a part of THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, by amendment to this Declaration, the following described additional phases:

PHASE III: when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase III and submit same to condominium ownership herein, the improvements contained in Phase III shall be completed on or before August 31, 1995.

PHASE IV: when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase IV and submit same to condominium ownership herein, the improvements contained in Phase IV shall be completed on or before August 31, 1995.

PHASE V: when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase V and submit same to condominium ownership herein, the improvements contained in Phase V shall be completed on or before August 31, 1995.

PHASE VII: when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the

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alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase VII and submit same to condominium ownership herein, the improvements contained in Phase VII shall be completed on or before August 31, 1995.

PHASE VIII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase VIII and submit same to condominium ownership herein, the improvements contained in Phase VIII shall be completed on or before August 31, 1995.

PHASE IX, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase IX and submit same to condominium ownership herein, the improvements contained in Phase IX shall be completed on or before August 31, 1995.

PHASE X, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase X and submit same to condominium ownership herein, the improvements contained in Phase X shall be completed on or before August 31, 1995.

PHASE XI, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XI and submit same to condominium ownership herein, the improvements contained in Phase XI shall be completed on or before August 31, 1995.

PHASE XII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

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In the event the Developer exercises the right to construct Phase XII and submit same to condominium ownership herein, the improvements contained in Phase XII shall be completed on or before August 31, 1995.

PHASE XIII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XIII and submit same to condominium ownership herein, the improvements contained in Phase XIII shall be completed on or before August 31, 1995.

PHASE XIV, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XIV and submit same to condominium ownership herein, the improvements contained in Phase XIV shall be completed on or before August 31, 1995.

PHASE XV, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XV and submit same to condominium ownership herein, the improvements contained in Phase XV shall be completed on or before August 31, 1995.

PHASE XVI, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XVI and submit same to condominium ownership herein, the improvements contained in Phase XVI shall be completed on or before August 31, 1995.

PHASE XVII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XVII and submit same to condominium ownership herein, the improvements contained in Phase XVII shall be completed on or before August 31, 1995.

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PHASE XVIII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XVIII and submit same to condominium ownership herein, the improvements contained in Phase XVIII shall be completed on or before August 31, 1995.

PHASE XIX, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase IX and submit same to condominium ownership herein, the improvements contained in Phase IX shall be completed on or before August 31, 1995.

PHASE XX, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XX and submit same to condominium ownership herein, the improvements contained in Phase XX shall be completed on or before August 31, 1995.

PHASE XXI, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XXI and submit same to condominium ownership herein, the improvements contained in Phase XXI shall be completed on or before August 31, 1995.

PHASE XXII, when constructed, will contain one (1) residential building, containing four (4) two bedroom, two bath units of approximately 1,012 square feet each; or in the alternative, four (4) two bedroom two bath units, with a loft of approximately 1,178 square feet each; or, in the alternative, four (4) three bedroom, two and one-half bath units of approximately 1,290 square feet each.

In the event the Developer exercises the right to construct Phase XXII and submit same to condominium ownership herein, the improvements contained in Phase XXII shall be completed on or before August 31, 1995.

PLAYGROUND AREA, when developed, will be a separate phase consisting of approximately 3,300 square feet suitable for use as a playground.

In the event the Developer exercises the right to construct Playground Area phase and submit same to condominium

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ownership herein, the improvements shall be completed on or before August 31, 1995.

R.V. AND BOAT STORAGE PARCEL, when developed, will be a separate phase consisting of approximately 10,293 square feet suitable for use as a recreational vehicle and boat storage area.

In the event the Developer exercises the right to construct the R.V. and Boat Storage Parcel phase and submit same to condominium ownership herein, the improvements, if any, be completed on or before August 31, 1995.

TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN ANY PHASE DESCRIBED ABOVE.

6. AMENDMENT OF DECLARATION ADDING PHASES:

Notwithstanding anything to the contrary contained herein or the provisions of Florida Statute Section 718.110, the Developer, pursuant to Paragraph 4 herein, and Florida Statute Section 718.403(6), expressly reserves the right to amend this Declaration to submit to condominium ownership the additional phases set forth in Paragraph 4 hereinabove, together with improvements thereon as part and parcel of this Condominium without consent thereto of the Association or Unit Owners other than the Developer.

The Developer may amend this Declaration as aforescribed by filing an amendment (or amendments) of this Declaration among the Public Records of Duval County, Florida, which amendment (or amendments) shall describe the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties being submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from said recognized lending institution to the amendments as provided for herein.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE TO CONDOMINIUM OWNERSHIP, nor shall the Developer be required to submit any additional phases in numerical sequence. The Developer reserves the right to submit the additional phases to condominium ownership in any sequence it shall determine in its sole discretion.

Notwithstanding the foregoing, the percentage of Ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed in the manner set forth in Paragraph 12 herein.

7. UNIT IDENTIFICATION:

(a) The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership as Phase I, Phase II and Phase VI are set forth in the condominium plats attached hereto and made a part hereof as Exhibit "C". Each Condominium Unit is described in said plat in such manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the Common Elements and any Limited Common Elements appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the plats attached hereto as Exhibit "C", and made a part hereof, so that no such Unit bears the same designation as does any other such Unit.

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(b) Phases III, IV, V, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, the Playground Area phase, and the R.V. and Boat Storage Parcel phase, are set forth in the phase plan attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit in the subsequent phases will be identified by a number and/or letter designation so that no such Unit bears the same designation as does any other such Unit in the Condominium.

8. UNIT BOUNDARIES:

The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

A. Upper Boundary. The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated horizontal portions of the ceiling.

B. Lower Boundary. The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level on the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

C. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, with the following exceptions: When the vertical planes of the undecorated interior surfaces of the walls do not intersect with each other on the undecorated finished interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Unit.

D. Boundaries - further defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each Unit, and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires utility services to other Units and/or for Common Elements. However, a Unit shall include the inner decorated and/or finished surfaces of the perimeter walls, floors, doors, windows, screens on windows and balconies, sliding glass doors, and interior and exterior framing around same, on the perimetrical boundaries of the Unit, and the air conditioning and heating systems exclusively serving the Owner's Unit, whether inside or outside of his Unit.

E. Excluded from Unit. The Unit shall not be deemed to include heating, cooling and plumbing apparatus or utility installations within the boundaries of the Unit which are used

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to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which it is contained, nor shall it include columns, beams or partitions contributing to the support of the Building in which the Unit is located. The items identified in this subparagraph 8(e) are part of the Common Elements.

9. CHANGE IN PLANS AND SPECIFICATIONS:

Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or By-Laws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on said property, including but not limited to enclosing or screening in balconies or patios, so long as such changes do not materially or adversely affect the Condominium Project. The Developer further reserves the right from time to time to alter the boundaries between Condominium Units so long as the Developer owns the Units so altered; and to alter the boundaries of the Common Elements adjacent thereto as long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall materially or adversely affect the Condominium Project nor shall any such change be made without amendment of this Declaration, and provided further that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the Institutional Mortgagee of an institutional first mortgage covering the Units affected, whether the said Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property.

10. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and not withstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium Property or any Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Unit shall be only according to the plans and specifications for the Building containing the Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner of the Unit. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Unit and the improvements constructed thereon to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support: Every portion of a Unit contributing to the support of a Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all Units and Common Elements in the Building.

(c) Use of Common Elements and Common Areas: The Common Elements shall be, and the same are hereby declared to be,

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subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their immediate families, lessees, servants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Air Space: Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

(e) Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Board; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, the Common Elements or Limited Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance and use of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Units and between each Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and the Association and their respective designees.

(f) Overhanging Troughs and Gutters: There shall be easements for overhanging roofs, balconies, troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.

(g) Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the Limited Common Elements, if any, and the Common Elements.

(h) Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(i) Pedestrian and Vehicular Traffic: There shall be Easements for pedestrian traffic over, through and across sidewalks, paths, lanes, hallways and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium, and their immediate families, lessees, servants, guests and invitees.

(j) Developer's Ingress and Egress: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person occupying the property described in Exhibit "A" and their agents, employees, guests and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from

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time to time within property described in Exhibit "A", whether said roads are ultimately within or outside of the Condominium.

(k) Grant of Additional Easements; Modifications and Termination: Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners, shall each have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their immediate families, servants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

(l) Additional Phases: Inasmuch as this Condominium is Phase I of a twenty-four (24) phase Condominium, the Developer, its successors, designees, nominees or assigns does hereby reserve easements in favor of the Unit Owners of this Phase and Unit Owners of the additional Phases of this Condominium. The Courtyards at Atlantic Beach Condominium Association, Inc., and the members of said Association, their immediate families, guests and invitees, for ingress and egress over and across all roads and ingress and egress parcels existing from time to time within the property described on Exhibit "A", whether said roads are ultimately located within or outside of the Condominium, as well as easements for utilities including but not limited to those necessary to provide power, electric, telephone, water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronics or other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns and the Association, reserves the right to impose on the Common Elements of this Phase and all future Phases such other easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for this Phase and future Phases of this Condominium for surrounding lands described on Exhibit "A". (Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.)

The Developer does hereby reserve the right to grant to the future Owners of future phases the same rights reserved to the Developer herein over the property known as Phase I being herewith submitted to Condominium ownership.

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The Developer, its successors, nominees and assigns as heretofore and hereinafter described may develop separate condominiums or future phases, or homeowner's associations or other forms of ownership on said future phases, although at the time of the filing of this Declaration such is not the Developer's intent to do so. However, the Developer, its successors, nominees and assigns reserve easements over and across the lands described on Exhibit "A" attached hereto over any roads to be constructed or ingress and egress easements and utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. The Developer does hereby grant to the future owners of the property located in the lands described in Exhibit "A" the same rights reserved to the Developer herein over the property known as Phase I being herewith submitted to Condominium ownership.

(m) Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

11. DEVELOPER'S UNITS AND PRIVILEGES:

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it at terms determined by the Developer in its sole discretion. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, sales offices and construction trailer, erect signs, place employees in the office, use the Common Elements and show unsold Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

12. COMMON ELEMENTS:

A. Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(1) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and

(2) Easements of support in every portion of a Unit which contributes to the support of a Building, other Units and/or Common Elements; and

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(3) Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and

(4) The property and installations in connection therewith required for the furnishing of services to more than one Unit, to the Limited Common Elements or to the Common Elements; and

(5) Fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and

(6) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(7) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

B. Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

13. LIMITED COMMON ELEMENTS:

The Limited Common Elements, as hereinafter defined, are more fully set forth in Exhibit "C" attached to this Declaration. The Limited Common Elements shall be appurtenant to the Unit(s) designated by the Developer, and shall be reserved for the use of such Unit(s) to the exclusion of all others.

14. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

(a) Upon completion of Phase I, consisting of four (4) Units, and recordation of this Declaration, each Unit in Phase I shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one-fourth (1/4th) of one hundred percent (100%). This percentage interest in the ownership of the Common Elements and the Common Surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of Units in Phase I (4) (denominator); the resulting figure being the undivided percentage of ownership of the Common Elements and the Common Surplus attributable to each Unit in Phase I prior to the recordation of any amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(b) As any additional Phases are completed and submitted to condominium ownership, as set forth in Paragraphs 4 and 5 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the Condominium Form of Ownership on the following basis:

(1) The adjusted percentage of the undivided ownership of the Common Elements and Common Surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all Units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator).

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(2) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall automatically take effect upon the recordation of each and every amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(3) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

15. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership, as set forth in Paragraph 12 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 12 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

16. GOVERNING BODY:

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be "Courtyards at Atlantic Beach Condominium Association, Inc.", hereinafter called the "Association", the Articles of Incorporation of which are attached hereto as Exhibit "D", and made a part hereof as though set out in full herein. The By-Laws of the Association are attached hereto as Exhibit "E", and made a part hereof as though set out in full herein.

17. MEMBERSHIP IN THE ASSOCIATION:

(a) The Developer and all persons hereinafter owning an interest in the Condominium Parcels (Owners), whose interest is evidenced by the recordation of a proper instrument in the Public Records of Duval County, Florida, shall automatically be Members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit, which vote shall be cast by the voting Member. If any Unit is owned by more than one person, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association, as the voting Member for that Unit. Failure by all Owners of a Condominium Unit to file such sworn certificate with the Secretary prior to a Members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. A person or entity owning an interest in more than

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one (1) Unit may be designated as a voting Member for each one such Unit which he or it owns, and may cast one (1) vote for each such unit.

(c) Upon completion of Phase I, there shall be four (4) voting Members. Upon the recordation of the amendment submitting additional Units to condominium ownership pursuant to the provisions of this Declaration, the number of voting Members shall automatically be adjusted so that at all times, there shall be one (1) voting Member for each Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting Members.

(e) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the Members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited, to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

18. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of two-thirds (2/3) of the Unit Owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Duval County; provided, however, that the property rights of the Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such amendment.

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(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the By-Laws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 16 (c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) However, no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment, and unless all the record Owners of all the Units approve the amendment, provided, further, however, that any vote for an amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Unit, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of Paragraph 5 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

(e) Notwithstanding anything to the contrary contained herein, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the written consent of said Developer or mortgagees, as appropriate, to any such amendment. No amendment shall make any change in the sections of this Declaration containing provisions regarding insurance, reconstruction or repair after casualty, or condemnation unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment. This Paragraph 16(e) may not be amended.

(f) Notwithstanding anything to the contrary contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in Paragraph 5 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

(g) Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other government agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit, (iv) to bring this Declaration into

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compliance with applicable laws, ordinances or governmental regulations, (v) to bring this Declaration into compliance with the provisions of applicable statutes, ordinances or regulations, or the requirements of regulatory agencies relating to the development of the Property or the approval of documents filed or required of the Declarant in connection therewith, or (vi) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments.

19. TYPE OF OWNERSHIP:

Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

20. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common Expenses shall be assessed against each Unit Owner by the Association as provided in Paragraphs 12 and 13 hereinabove. Excluding any management or maintenance agreement, notwithstanding anything to the contrary contained herein, or in the Articles of Incorporation of the By-Laws of the Association, during such time that the Developer owns one or more Units, the Assessments provided for herein and in the Articles of Incorporation and the By-Laws of the Association, shall not be more than the actual sums necessary to pay for the current operating expenses, plus any reserves required by law.

(b) Every Assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the Unit, and all interest therein owned by the members against which the Assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any Institutional First Mortgage.

(c) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge of Five and no/100 (\$5.00) Dollars, together with interest at the highest rate allowed by law from the due date until the date of payment of any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

(d) Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee 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 became due prior to acquisition of title by said mortgagee as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or

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Assessments shall be deemed to be Common Expenses collectable from all of the Owners of Units, including such acquiror of the first mortgage of record and his successors and assigns. The acquiror from the first mortgage of record or his successor or assigns, shall thereafter be obligated to pay that share of the Common Expenses and Assessments attributable to his Unit.

(e) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid Assessments without waiving any claim of lien.

21. MAINTENANCE:

The responsibility for the maintenance of the Condominium Units, Common Elements, Limited Common Elements and Common Facilities, if any, as defined hereinabove, with the exception of those responsibilities for management which the Association may from time to time delegate to a management company or manager, shall be as follows:

(a) By the Association: The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Facilities and Association Property, as defined hereinabove, which are owned by the Association for the use and benefit of all Unit Owners within the Condominium.

(2) All portions of the Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, and load bearing interior walls or columns.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which they are contained.

(4) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense and without disturbing the rights of other Unit Owners:

(1) All portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and balconies, sliding glass doors, and doors on the exterior of his Unit, and framing for same.

(2) The air conditioning and heating systems exclusively serving the Owner's Unit, whether inside or outside of his Unit.

(3) Within the Owner's Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Unit, as well as all personal property of the Unit Owner.

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(4) The Limited Common Elements serving the Unit Owner's Unit, including any additions, alterations or improvements which are made thereon with the prior written approval of the Board, except for maintenance and painting of the exterior portions of the Building, which shall be the responsibility of the Association as a Common Expense.

(5) All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Board of Directors. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Owner's Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

(5) No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(c) AT THE OPTION OF THE ASSOCIATION:

The Association may, at its own expense:

(1) Use and expend the Assessments collected, including Assessments for reserves or betterments, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Units when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Unit for the purpose of performing any such maintenance, care and preservation, the Unit Owner shall permit the Association or persons authorized by it to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors.

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the By-Laws and the terms and conditions of this Declaration:

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(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property.

22. ENFORCEMENT OF MAINTENANCE:

A. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit or the Limited Common Elements appurtenant thereto, if any, as required in Paragraph 21 above, the Association or any other Unit Owner shall have the right to proceed in a court of competent jurisdiction with an action for damages or for injunctive relief, or both, without thereby waiving any other remedies provided by law, and the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees.

B. In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Unit Owner or Institutional First Mortgagee may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

C. Notwithstanding anything to the contrary contained in this paragraph 22, the Association shall have the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

23. INSURANCE:

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

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense of the Unit Owners.

(b) COVERAGE:

(1) Casualty: The Buildings and all fixtures and improvements upon the land and all personal property included in the Condominium Property, other than personal property owned by the individual Unit Owners, shall be insured pursuant to a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the Buildings on the land, including, but not limited to, vandalism and malicious mischief, and all other perils normally

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covered by the standard "all risk" endorsement, where such is available.

(2) Public Liability: The Board of Directors of the Association shall contract for comprehensive public liability insurance covering all of the Common Elements, Limited Common Elements, and Common Facilities and Common Areas, if any, as it may deem necessary, at the expense of the Association. Any such liability insurance coverage shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(3) Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

(4) Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 necessary to meet the requirements of the law. Such policy, if required, shall be a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator, and shall be in an amount equal to the lesser of (1) the maximum coverage available under the National Flood Insurance Program for all Buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area, or (2) one hundred percent (100%) of the current replacement cost of all such Buildings and other insurable property.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, and shall be a Common Expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to Common Elements shall be held as provided in this Paragraph 20 of the Declaration.

(e) In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the insurance policies shall be made to the Owners owning such Units and their mortgagees, if there be mortgages on said Units, as their interests may appear, and it shall be the duty of those Unit Owners to effect the necessary repairs to the improvements within their respective Units.

(f) In the event that loss occurs to improvements within Units and the contiguous Common Elements, or to improvements within the Common Elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the Units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and the damaged Units. If the insurance proceeds should be sufficient to repair all of the damage within the Units, but insufficient to repair all the improvements within the Common Elements, the proceeds shall be applied first to completely repair the damage within the Units and the balance of the funds shall be apportioned to repair improvements within the Common Elements, and the Unit Owners

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shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the Common Elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 21(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(aa) in the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective Unit Owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each Unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and Units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the Association and the Contractor. The Construction Agreement shall be subject to prior written approval of the Escrow Agent, which approval shall not be unreasonably withheld.

(cc) if there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the share that the estimated cost of construction and repair of each damaged Unit bears to the total of such costs for all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for Owner's Unit appurtenant thereto. If there is a mortgage on an damaged Unit, the distribution pursuant to this paragraph shall be subject to the provisions of Paragraph 21 (f)(2)(aa) above.

(dd) in the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and the Units, a membership meeting shall be held to determine whether or not to abandon the Condominium or to levy a uniform special Assessment against each Unit and the Owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units, provided that the insurance funds available are applied first to repair the Units damaged and such assessment shall be only for or on account of repairs to the Common Elements. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be a part of such special Assessment. In the event the majority of the voting Members vote in favor of the special Assessment, the Association shall immediately levy such

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Assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting Members are opposed to the special Assessment and one hundred percent (100%) vote for abandonment of the Condominium, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each Unit as per Paragraphs 12 and 13 of this Declaration, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds all liens on such Unit in the order of priority of such liens, and the Condominium may be terminated as provided in Paragraph 28 hereinafter.

(g) If there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the damaged Units and if the majority of the voting Members vote against levying the special Assessment referred to above, and one hundred percent (100%) of the voting Members and fifty-one percent (51%) of the institutional mortgagees holding mortgages on the individual units vote to abandon the Condominium, same shall be abandoned subject to the provisions of Paragraph 28 hereinafter. As evidence of the Members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Duval County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Units Owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damage to improvements within Units or Common Elements, subject to the approval of any mortgagee of the premises damaged.

24. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(a) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits, or if not, then according to plans and specifications approved by the Association, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, and by the members of the Association, which approval shall not be unreasonably withheld.

(b) 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, 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.

(c) Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Escrow Agent.

(d) The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Escrow Agent and special assessments collected by the Association from Unit Owners. Such funds shall be disbursed as provided in paragraph 21(f)(2)(bb), and it shall be presumed that the first monies disbursed in payment of costs of construction and repair are from the insurance proceeds. Any balance remaining in the fund after

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payment of all costs of the reconstruction and repair for which the fund was established shall be distributed as provided in paragraph 21(f)(2)(cc); except, however the amount of such distribution which does not exceed the special Assessment paid by the Unit Owner for such reconstruction and repair shall not be made payable to any mortgagee unless that mortgagee provides satisfactory evidence to the Escrow Agent that it provided the funds for such special Assessment.

25. CONDEMNATION AND EMINENT DOMAIN:

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Escrow Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Escrow Agent; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the Members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 28 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will receive their pro rata share of the condemnation award applicable to said Units, and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(bb) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

(e) If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their

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mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable and in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(bb) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(cc) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(dd) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(ee) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Unit Owner, and one by the mortgagees so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of those shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

(g) The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

26. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner other than the Developer shall be subject to the following provisions:

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(a) Conveyances, Sales and Transfers: There are no restrictions on conveyances, sales or other transfers of Units in this Condominium.

(b) Rental or Lease: A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto, however no Unit shall be leased for a period of less than ninety (90) days.

(c) Corporate Purchaser or Lessee: The purchaser or lessee of a Unit may be a corporation or other entity capable of holding title to real property.

27. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as afordescribed and appurtenances thereto, whether or not specifically described, including but not limited to, the Unit Owner's share in the Common Elements and Common Surplus, and his Association membership, and any Limited Common Elements appurtenant to the Unit.

28. USE RESTRICTIONS:

A. In addition to other obligations and duties heretofore set out in this Declaration, every Owner of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Board of Directors of the Association, which shall govern the use of the Units, Common Elements and Limited Common Elements of this Condominium and the property owned by the Association by the Unit Owners and all persons claiming by, through or under them:

(1) Each unit shall be used only for the purpose of a single family residence. A family is defined to mean any number of persons related by blood, marriage or adoption, or not more than two unrelated persons living as a single housekeeping unit. In any event, no more than three (3) persons shall reside in any one bedroom unit and no more than five (5) persons shall reside in any two bedroom unit.

(2) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Each Unit Owner agrees to notify all guests and lessees of the regulations regarding parking, and to require guests and lessees to abide by such parking regulations. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile or standard size non-commercial passenger van will be permitted within the Condominium Development, except in areas specifically designated by the Association in its sole discretion for parking or storage of such vehicles, if any. No parking of trucks of any nature or commercial vehicles shall be permitted thereon except temporarily for delivery, pick-up or repair, except temporarily during periods of construction or in areas designated in writing by the Board of Directors of the Association. Any prohibited vehicle or any of the properties mentioned in the preceding sentences may be removed by the Association at the expense of the owner thereof, for storage or public or private sale, at the election of the Association; and the owner thereof shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts or any other property of a unit owner or resident shall be allowed outside the confines of the unit. The Association may, in its sole discretion, designate an area or areas on the common elements of the Condominium for washing cars.

(3) Each unit owner shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, and each owner shall maintain and repair

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the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to unit owners or residents shall be kept in such areas, temporarily or otherwise.

(4) Each unit owner shall maintain his unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the unit.

(5) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises; nor shall any carts, carriages, chairs, tables or any other similar objects be stored therein. Bicycles may be stored only in units or in other specifically designated areas. Owners shall store personal property within their respective units and designated storage areas only.

(6) No unit owner or resident may keep or maintain more than two (2) small animals in any unit. For the purposes of this paragraph, small animals are defined as dog, not in excess of twenty-five (25) pounds or under cats and fish and birds, provided that in the event any animal becomes a nuisance to the other unit owners, in the sole opinion of the Board of Directors, such animal shall be removed from the unit immediately upon receipt of written notice to that effect from the Board. Authorized pets shall be allowed in the common elements and on the common areas only when on a leash and continuously accompanied by an owner, provided however that no pet shall be allowed to disturb the common elements or common areas in any manner whatsoever. All waste must be removed immediately by the owner of the animal.

(7) Alterations and repairs of the buildings are the responsibility of the Association, except for the interior of the units and as otherwise specifically set forth in the Declaration. No exterior painting of doors or the buildings, including but not limited to painting of the walls of the balconies, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Board of Directors. No reflecting device or material may be used in any of the aforementioned areas and no balconies or porches may be enclosed without the prior written approval of the Board of Directors.

(8) So as to maintain the cleanliness of the condominium project, no owner shall allow anything whatsoever to fall or be thrown from any window, door or balcony of his unit, nor shall he sweep or throw therefrom any dirt or other substance upon the common areas or common elements.

(9) In order that all residents may have the quiet enjoyment of their property, no resident shall make or permit any disturbing noises in the Condominium or the Condominium by himself, his family, servants, employees, agents, visitors and lessees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the residents thereof. No resident shall unreasonably play, or suffer to be played upon, any musical instrument, or operate, or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents. No resident shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

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(10) Each owner may identify his unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(11) In order to maintain an attractive appearance, no signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit, without the prior written approval of the Board of Directors.

(12) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the president and the official seal of the said Association and/or the management corporation.

(13) All damage to the condominium project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

(14) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

(15) No owner or resident of a condominium unit shall permit or suffer anything to be done or kept in his or her unit which will increase the insurance rates on his unit, the limited common elements, if any, or the common elements, or which will obstruct the rights or interfere with the rights of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in a unit, the limited common elements, if any, or on the common elements.

(16) Each condominium unit owner or resident shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the unit, limited common elements and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

(17) In case of any emergency originating in, or threatening any unit, the Board or any other person authorized by it shall have the immediate right to enter such unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the owner of such unit is or is not present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have the right to obtain a master key to fit the door locks to all units. If an owner or resident wants a second lock installed as additional security, said owner or resident shall deposit with the Board a duplicate key for the second lock.

(18) The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

(19) Unit owners and residents shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

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(20) No garbage cans, supplies or other articles shall be placed in any common area or common element, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be hung or stored in any part of the common areas or common elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the containers so designated. The common areas and common elements shall be kept free and clear of rubbish, debris and other unsightly material.

(21) No radio or television installation may be permitted in a unit which interferes with the television or radio reception of another unit. No antenna or aerial may be erected or installed on the roof, patios, porches balconies or exterior walls of the buildings or any unit.

(22) All alterations, modifications and improvements of the Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 21 of this Declaration.

(23) THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

B. The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the units, limited common elements, and common elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration and Exhibits thereto. In the event a Unit Owner or his family member, guest, invitee, lessee, agent or servant violates any of the use restrictions set forth herein, any rule or regulation duly adopted by the Board of Directors, or any provision of this Declaration or the Exhibits attached hereto, as any of the foregoing may be amended from time to time, the Board of Directors shall have the right, in its sole discretion, to fine the Unit Owner in the amount of Fifty and no/100 Dollars (\$50.00) for each violation. Such fine shall be deemed to be an Assessment and as such shall constitute a lien against the Owner's Unit. Failure to pay same upon receipt of written notice thereof from the Board of Directors may result in foreclosure of the lien.

29. PARKING SPACES:

A. Each Unit shall be entitled to the exclusive use of one (1) parking space.

B. In the event a specific parking space is assigned in connection with the sale of a Unit by the Developer, the right to use the said designated parking space shall be an appurtenance to the Unit owned by the Owner to whom such space is initially assigned. The Association shall not thereafter reassign or change said Owner's parking space without his prior written consent. Provided further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale of the Unit or with the prior written consent of the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking space, without necessity of reference to or description of the parking space in the instrument of conveyance.

C. During such time as the Developer shall own any condominium units constructed as a part of the Condominium Development, and shall not have designated in respect of such Units the required number of parking spaces, the Developer shall control and hereby reserves the right in lieu of the Association to make all designations of parking, whether or not such covered parking spaces are located on property which is owned by the

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Association or on property which has been submitted to condominium ownership. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Association shall not exercise the right and authority herein granted to the Association in respect to parking, but all such rights are hereby reserved to and shall be exclusively exercisable by the Developer. The Developer may at any time, by an instrument in writing delivered to the Association, relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the prior written consent of the Developer during such periods of time as the Developer shall have the rights hereunder to designate or control the designation of parking spaces.

30. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any portion of the Common Elements of the Condominium Project or uncompleted Buildings to any of the residents of the Condominium, while such Common Elements or uncompleted Buildings are under construction and development, and to utilize various portions of the Common Elements or the Buildings in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other; and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Project to obtain ingress and egress to the Condominium Project. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Project unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by the Developer its successors or assigns, or any limited Common Element appurtenant thereto.

(c) The Developer hereby reserves the right, during the time it is in the process of construction and sale of Condominium Units within any phase of THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, to assign the Limited Common Elements more particularly described on the plats of Phases I, II and VI of THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM attached hereto as Exhibit "C", to particular Units within the Condominium.

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31. TERMINATION:

The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgages holding mortgages on said Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Duval County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

32. COVENANTS:

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

33. INVALIDATION AND OPERATION:

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Unit, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

34. INTERPRETATION:

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

35. MANAGEMENT AND MAINTENANCE AGREEMENT:

Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, by and through its original Board of Directors and Officers, has entered into a Management Agreement with Stonegate Realty, Inc. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager. Each Unit Owner, his heirs, successors and assigns, shall be bound by

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said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement;

(c) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(d) Agreeing that the persons acting as directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

36. CONSENT BY MORTGAGEES:

The approval of fifty-one percent (51%) of the institutional mortgagees holding mortgages of record on Units in the Condominium shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association which establish, provide for, govern or regulate any of the following:

(a) voting;

(b) assessments, assessment liens or subordination of such liens;

(c) insurance or fidelity bonds;

(d) reserves for maintenance, repair, and replacement of the Common Elements or Common Areas, if applicable;

(e) rights to use of the Common Elements or Common Areas, if any;

(f) responsibility for maintenance and repair;

(g) expansion or contraction of the Condominium Project or the addition, annexation or withdrawal of property to or from the Project, subject, however, to the provisions of this Declaration granting the Developer the right to amend this instrument to add specified phases;

(h) boundaries of any Unit, which is security for a mortgage of record;

(i) interests in the Common Elements or Limited Common Elements;

(j) conversion of Common Elements or Limited Common Elements into Units or of Units into Limited Common Elements or Common Elements;

(k) leasing of Units;

(l) any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

(m) any provisions which are for the express benefit of the institutional mortgagees or insurers or guarantors of recorded first mortgages on individual Units.

OFFICIAL RECORDS

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An institutional mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered

in the Presence Of:

[Signature]
Naomi E. Olson

WESTWAY PROPERTIES, LTD.

By: WESTWAY CONSTRUCTION, INC.
its General PartnerBy: *[Signature]*
STUART M. HEAGY,
its Executive Vice President

(CORPORATE SEAL)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, THE COURTYARDS AT ATLANTIC BEACH CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence Of:

[Signature]
Naomi E. Olson

THE COURTYARDS AT ATLANTIC
BEACH CONDOMINIUM ASSOCIATION,
INC.By: *[Signature]*
STUART M. HEAGY,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF *Pinellas*

I HEREBY CERTIFY that on this *5th* day of *April*, 19*89*, before me personally appeared STUART M. HEAGY, Executive Vice President of WESTWAY PROPERTIES, LTD, by WESTWAY CONSTRUCTION, INC., its general partner, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal at said corporation, and the said instrument is the act and deed of said corporation.

OFFICIAL RECORDS

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

Naomi E. D. O'Brien
Notary Public
My Commission Expires 10N

Notary Public, State of Florida
My Commission Expires March 16, 1990 3 11 NOV 1989
Issued For Fee - \$10.00

STATE OF FLORIDA)
COUNTY OF Pinellas

I HEREBY CERTIFY that on this 5th day of April
1989, before me personally appeared STUART M. HEAGY, the
President of THE COURTYARDS AT ATLANTIC BEACH CONDOMINIUM
ASSOCIATION, INC., a corporation not-for-profit under the laws of
the State of Florida, to me known to be the persons described in
and who executed the foregoing DECLARATION OF CONDOMINIUM
OWNERSHIP OF THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, and
acknowledged the execution thereof to be their free act and deed
as such officers, for the uses and purposes mentioned; and that
they affixed thereto the official seal of said corporation, and
the said instrument is the act and deed of said corporation.

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

Naomi E. D. O'Brien
Notary Public
My Commission Expires 10N

Notary Public, State of Florida
My Commission Expires March 16, 1990 3 11 NOV 1989
Issued For Fee - \$10.00

OFFICIAL RECORDS

JOINDER OF MORTGAGEE

SOUTHEAST BANK, N.A., a national association organized and existing under the laws of the United States of America with its principal place of business at 1200 Gulf Life Drive, Jacksonville, Florida 32207, the owner and holder of two mortgages encumbering the real property in Duval County, Florida, described in Exhibit "C" to the DECLARATION OF CONDOMINIUM OF THE COURTYARDS AT ATLANTIC BEACH, A CONDOMINIUM, of which this Joinder of Mortgagee is a part, which mortgages are described as (1) Mortgage dated July 10, 1984, and recorded July 16, 1984, in Official Records Book 5826, at page 2052, and (2) Mortgage dated March 9, 1987, and recorded March 16, 1987, in Official Records Book 6296, at page 1332, both recorded in the public records of Duval County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, consents to the execution and recordation of the Declaration of Condominium of The Courtyards at Atlantic Beach, A Condominium, and submission of the said real property to condominium ownership and agrees that the liens of the said mortgages, as to the real property more particularly described in the said Exhibit "C", shall hereafter be subordinate to the said Declaration.

Signed, sealed, and delivered
in the presence of:

Brenda H. Smith
Donna Combs

SOUTHEAST BANK, N.A.

By: James C. Rodger
its Vice President

Attest: James C. Rodger
Vice President
its 1989-1991

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

10th day of April, 1989, by James C. Rodger, the Vice President, and James C. Rodger, the Vice President, of SOUTHEAST BANK, N.A., on behalf of the said national association.

C. L. Price
NOTARY PUBLIC
My commission expires

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Dec. 3, 1990

CL:CAM/JOINDER:neo

OFFICIAL RECORDS

EXHIBIT "A"

OVERALL:

A part of Lot 2, Division 3, and a part of Lots 1 and 2, Division 4 of the Andrew Dwees Grant, according to the map thereof recorded in Deed Book "AG", Pages 212 and 213 of the Former Public Records of Duval County, Florida: For a POINT OF BEGINNING, COMMENCE at the Southwest corner of that certain tract of land to the City of Jacksonville by Condemnation Resolution Number 70-801-236, said tract of land being described and recorded in Official Records Volume 3202, Pages 481 through 485 of the Current Public Records of said County; thence North 88°55'40" East, along the Southerly line of that said certain tract of land to the City of Jacksonville by Condemnation, 1109.23 feet; thence South 09°53'10" West, 727.32 feet; thence South 88°55'40" West, 598.78 feet; thence North 01°04'20" West, 125.00 feet; thence South 88°55'40" West, 247.52 feet; thence North 01°04'20" West, 200.00 feet; thence South 88°55'40" West, 200.00 feet to the Easterly right of way line of Mayport Road (State Road No. 101) as now established as a 100 foot right of way; thence North 09°53'10" East, along last said line, 396.29 feet to the POINT OF BEGINNING.

Containing 15.746 acres, more or less.

Less and except the following three (3) parcels:

OFFICIAL RECORDS

A part of Lot 2, Division 3, and a part of Lot 2, Division 4 of the Andrew Dewees Grant, according to the map thereof recorded in Deed Book "AG", Pages 212 and 213 of the Former Public Records of Duval County, Florida: For a POINT OF BEGINNING, COMMENCE at the Southwest corner of that certain tract of land to the City of Jacksonville by Condemnation Resolution Number 70-801-236, said tract of land being described and recorded in Official Records Volume 3202, Pages 481 through 485 of the Current Public Records of said County; thence North 88°55'40" East, along the Southerly line of that said certain tract of land to the City of Jacksonville by Condemnation, 609.23 feet; thence South 01°04'20" East, 254.06 feet; thence South 88°55'40" West, 59.06 feet; thence South 01°04'20" East, 40.00 feet; thence South 88°55'40" West, 70.00 feet; thence North 01°04'20" West, 115.00 feet; thence South 88°55'40" West, 60.00 feet; thence South 47°44'51" West, 106.30 feet; thence South 01°04'20" East, 40.00 feet; thence South 88°55'40" West, 60.00 feet; thence South 01°04'20" East, 75.00 feet; thence South 88°55'40" West, 130.00 feet; thence South 44°30'22" West, 35.72 feet; thence South 88°55'40" West, 200.00 feet to the Easterly right of way line of Mayport Road (State Road No. 101) as now established as a 100 foot right of way; thence North 09°53'10" East, along last said line, 396.29 feet to the POINT OF BEGINNING.

Containing 4.611 acres, more or less.

OFFICIAL RECORDS

A part of Lot 2, Division 3, of the Andrew Dewees Grant, according to the map thereof recorded in Deed Book "AG", Pages 212 and 213 of the Former Public Records of Duval County, Florida: COMMENCE at the Southwest corner of that certain tract of land to the City of Jacksonville by Condemnation Resolution Number 70-801-236, said tract of land being described and recorded in Official Records Volume 3202, Pages 481 through 485 of the Current Public Records of said County; thence North 88°55'40" East, along the Southerly line of that said certain tract of land to the City of Jacksonville by Condemnation, 609.23 feet to the POINT OF BEGINNING; thence continue North 88°55'40" East, along last said line, 336.80 feet; thence South 01°04'20" East, 84.42 feet to the point of curvature of a curve concave Northwesterly and having a radius of 187.50 feet, an arc distance of 127.63 feet, said arc being subtended by a chord bearing and distance of South 18°25'40" West, 125.18 feet to the point of tangency of said curve; hence South 37°55'40" West, 113.80 feet; thence North 64°08'58" West, 81.28 feet; thence South 88°55'40" West, 150.94 feet; thence North 01°04'20" West, 254.06 feet to the POINT OF BEGINNING.

Containing 1.897 acres, more or less.

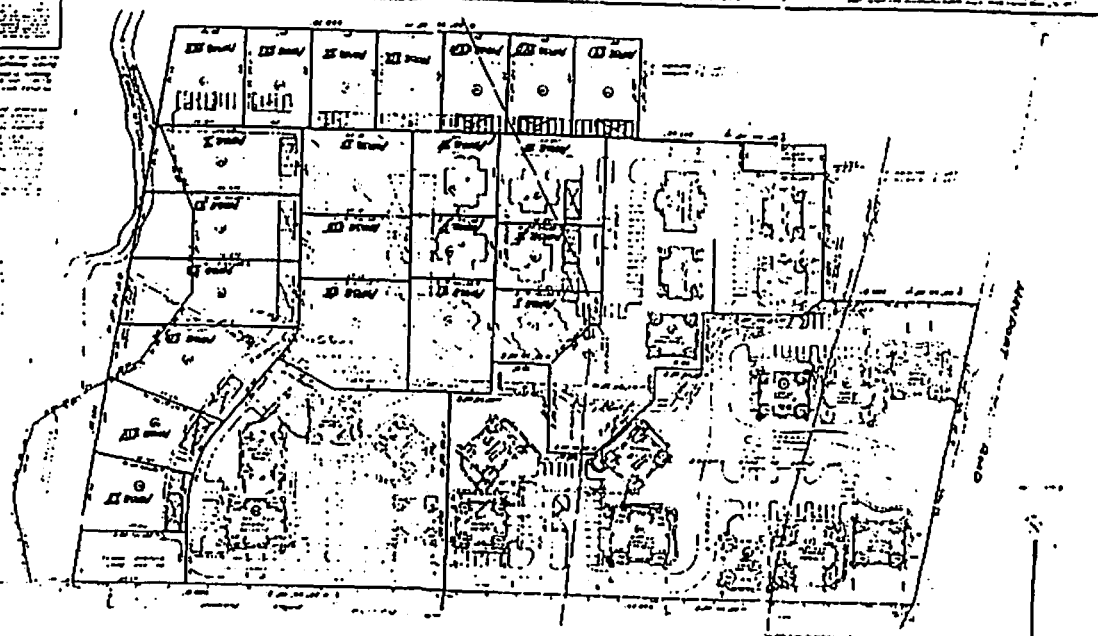
and

OFFICIAL RECORDS

A part of Lot 2, Division 3, and Lots 1 and 2, Division 4 of the Andrew Dewees Grant, according to the map thereof recorded in Deed Book "AG", Pages 212 and 213 of the Former Public Records of Duval County, Florida: COMMENCE at the Southwest corner of that certain tract of land to the City of Jacksonville by Condemnation Resolution Number 70-801-238, said tract of land being described and recorded in Official Records Volume 3202, Pages 481 through 485 of the Current Public Records of said County; thence North 88°55'40" East, along the Southerly line of that said certain tract of land to the City of Jacksonville by Condemnation, 1109.23 feet; thence South 09°53'10" West, 600.00 feet; thence South 88°55'40" West, 583.01 feet for a POINT OF BEGINNING; thence continue South 88°55'40" West, 287.50 feet; thence North 01°04'20" West, 200.00 feet; thence North 44°30'22" East, 35.72 feet; thence North 88°55'40" East, 130.00 feet; thence North 01°04'20" West, 75.00 feet; thence North 88°55'40" East, 80.00 feet; thence South 46°04'20" East, 87.07 feet; thence North 88°55'40" East, 10.42 feet; thence South 01°04'20" East, 238.43 feet to the POINT OF BEGINNING.

Containing 1.647 acres, more or less.

EXHIBIT "B"
PHASE PLAN



SECRET

[illegible][illegible]

Map shows boundary survey as

[illegible][illegible]

OFFICIAL RECORDS

EXHIBIT "C"

CERTIFICATION

This is to certify that the construction of the improvements is substantially complete for Buildings 12 and 13 so that material, 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.

Signed this 23rd day of February, 1989


Richard A. Miller
Registered Land Surveyor No. 3848
State of Florida

PREPARED BY:

Richard A. Miller & Associates, Inc.
11330-5 St. Johns Industrial Pkwy. N.
Jacksonville, FL 32216
(904) 42-8337

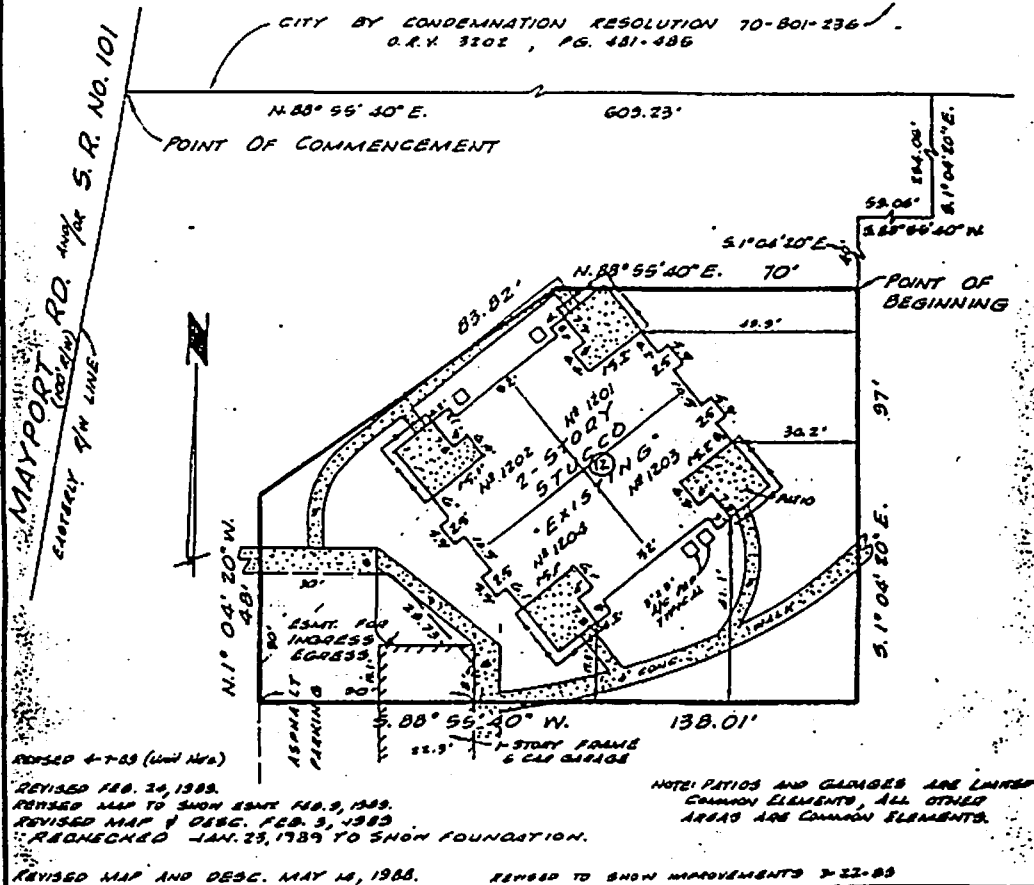
The Courtyards at Atlantic Beach
A CONDOMINIUM, DUFAL COUNTY, FLORIDA

MAP SHOWING SURVEY OF

Portion of Lot 2, Division 3, of the Andrew Dewees Grant, according to the map thereof recorded in Deed Book "AG", Pages 212 and 213 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of that certain tract of land to the City of Jacksonville by Condemnation Resolution No. 70-801-236, said tract of land being described and recorded in Official Records Volume 3202, Pages 481 through 485 of the Current Public Records of said County; thence North $88^{\circ}55'40''$ East, along the Southerly line of that said certain tract of land to the City of Jacksonville by condemnation, 609.23 feet; thence South $0^{\circ}04'20''$ East, 254.06 feet; thence South $88^{\circ}55'40''$ West, 59.06 feet; thence South $0^{\circ}04'20''$ East, 40.00 feet to the POINT OF BEGINNING; thence continue South $0^{\circ}04'20''$ East, 97.00 feet; thence South $88^{\circ}55'40''$ West, 138.01 feet; thence North $0^{\circ}04'20''$ West, 48.00 feet; thence North $53^{\circ}09'21''$ East, 83.82 feet; thence North $88^{\circ}55'40''$ East, 70.00 feet to the POINT OF BEGINNING.

Containing 11,720.72 square feet.

PHASE I



NOTES:

- Bearings are based on D.O.T. DATUM.
- This is a BOUNDARY survey.
- Elevations shown thus (115.0) refer to N.G.V.D. of 1929.
- Subject property lies within Zone _____ as shown on F.I.A. Flood Hazard Boundary Map dated _____ Community No. _____.
- Unless otherwise noted, any portion of the subject parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
- There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

LEGEND

- EXISTING CONCRETE MONUMENT
- EXISTING FENCE
- EXISTING IRON PIPE SET
- EXISTING IRON PIPE FOUND
- EXISTING CROSS CUT

DATE MAY 4, 1988

SCALE 1"=50'

JOB NO. 88-210

88-707, 89-254

Richard A. Miller & Associates, Inc.

Professional Land Surveyors

8850 E. St. Johns Industrial Parkway, Jacksonville, Florida 32216

(904) 642-1200

REGISTERED PROFESSIONAL LAND SURVEYOR

NO. 30,000

RECEIVED BY THE SURVEYOR GENERAL OF FLORIDA

RECEIVED BY THE SURVEYOR GENERAL OF FLORIDA

RICHARD A. MILLER, P.L.S. (ST. NO. 30,000)

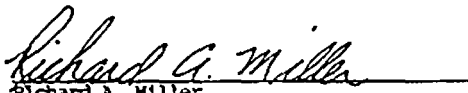
CHK. By

OFFICIAL RECORDS

CERTIFICATE OF SUBSTANTIAL COMPLETION

This is to certify that the construction of the improvements is substantially complete for Building 26 so that material, 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.

Signed this 4th day of April, 1989


Richard A. Miller
Registered Land Surveyor Cert. No. 3848
State of Florida

PREPARED BY:

Richard A. Miller & Associates, Inc.
11330-5 St. Johns Industrial Pkwy. N.
Jacksonville, FL 32216
(904) 642-8337

The Courtyards at Atlantic Beach
A CONDOMINIUM, DUVAL COUNTY, FLORIDA

EXHIBIT "C"

Page 2 of 12